

# EXHIBIT 23

1984

## NATIONAL FOOTBALL LEAGUE

## CONSTITUTION AND BYLAWS

CONSTITUTION AND BYLAWS  
of  
NATIONAL FOOTBALL LEAGUE  
Effective February 1, 1970  
(An Unincorporated Association Not For Profit)

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 The name of this association shall be NATIONAL FOOTBALL LEAGUE, hereinafter called "League", the word "League" herein shall refer to the National Football League, unless otherwise specified.

1.2 The Commissioner shall select the location of the office of the League, which shall be located in or adjacent to a city in which a League franchise is operated.

ARTICLE II

PURPOSES AND OBJECTS

2.1 The purpose and objects for which the League is organized are:

(a) To promote and foster the primary business of League members, each member being an owner of a professional football club located in the United States.

(b) To do and perform such other functions as may be necessary to carry out the purpose and objects of the League.

2.2 The League is not organized nor to be operated for profit.

ARTICLE III

MEMBERSHIP

Members

3.1 (a) Membership in the League shall be limited to the twenty eight (28) member clubs specified in Section 4.4 hereof and such new members as may be thereafter duly elected.

(b) The admission of a new member club, either within or outside the home territory of an existing member club, shall require the affirmative vote of three-fourths of the existing member clubs of the League.

Eligibility of New Members

3.2 Any person, association, partnership, corporation, or other entity of good repute organized for the purpose of operating a professional football club shall be eligible for membership except:

(a) No corporation, association, partnership or other entity not operated for profit nor any charitable organization or entity not presently a member of the League shall be eligible for membership.

Admission for Members

3.3 (A) Each applicant for membership shall make a written application to the Commissioner. Such application shall describe the type of organization and shall designate the city in which the franchise of the applicant shall be located; such application shall further describe and contain the following information:

(1) The names and addresses of all persons who do or shall own any interest or stock in the applicant, together with a statement that such persons will not own or hold such interest or stock for the benefit of any undisclosed person or organization.

(2) A detailed balance sheet of such company as of the date of organization and a pro forma statement as of the time it shall commence actual operation. A written financial statement shall be required from the applicant and from anyone owning an interest in any applicant, including stockholders and partners.

(3) If applicant is a corporation, a certified copy of the Articles of Incorporation, ByLaws and share certificate shall accompany such application provided, however, if the organization of such corporation has not been commenced or completed a detailed statement summarizing the proposed plan of operation and the capital structure thereof shall be furnished.

(4) If applicant is partnership, unincorporated association or other entity, a certified copy of the Articles of Co-Partnership or organization agreement shall accompany such application.

(5) The names and addresses of all officers and directors.

(6) All applications shall contain a representation that upon acceptance, the applicant will subscribe to and agree to be bound by the Constitution, ByLaws, Rules and Regulations of the League and any

amendments or modifications thereof.

(B) Each application for membership shall be accompanied by a certified check for Twenty-Five Thousand Dollars (\$25,000.00). Upon approval of any application for membership, an additional Twenty-Five Thousand Dollars (\$25,000.00) shall be paid to the League. If any application for admission is rejected, the League shall repay to the applicant the sum of Twenty-Five Thousand Dollars (\$25,000.00) paid by the applicant at the time of such application, less all expenses reasonably incurred in connection with the consideration and investigation of such application.

(C) Upon receipt of any application for membership in the League, the Commissioner shall conduct such investigation thereof as he deems appropriate. Following the completion of such investigation, the Commissioner shall submit the application to the members for approval together with his recommendation thereon, and such information thereon that the Commissioner deems pertinent. Each proposed owner or holder of any interest in a membership, including stockholders in any corporation, members of a partnership and all other persons holding any interest in the applicant must be individually approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

#### Franchise Certificate of Membership

3.4 Each member shall receive a Franchise Certificate of Membership signed by the Commissioner, and Secretary of the League, certifying that such member is a member of the League, and holds a franchise from the League to operate a professional football club in a designated city. Such Franchise Certificate shall not be assignable nor transferable, except as provided in Section 3.5 hereof.

#### Transfer of Membership

3.5 No membership, or any interest therein, may be sold, assigned, or otherwise transferred in whole or in part except in accordance with and subject to the following provisions:

(a) Application for the sale, transfer or assignment of a membership, or of any interest therein, must be made in writing to the Commissioner; upon receipt of such application, the Commissioner is empowered to require from applicant and applicant shall furnish such information as the Commissioner deems appropriate, including:

- (1) The names and addresses of each of the buyers, transferees or assignees thereof.
- (2) The price to be paid for such sale, transfer or assignment, and the terms of payment, including a description of the security for any unpaid balance, if any.
- (3) A banking reference for each buyer, transferee, or

assignee.

(4) If the buyer, transferee or assignee is a corporation, a copy of the Articles of Incorporation and ByLaws thereof, together with a copy of the share certificates of each class of stock to be outstanding, the names and addresses of the directors and officers thereof, the names and addresses of the stockholders therein and the price paid or to be paid and the time of payment for said stock, a copy of any proposed voting trust agreement and of any voting trust certificates.

(b) Upon receipt thereof, the Commissioner shall conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit the proposed transfer to the members for approval, together with his recommendation thereon, and all information in respect thereto that the Commissioner deems pertinent. All sales, transfers or assignments except a transfer referred to in Section 3.5 (c) hereof, shall only become effective if approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

(c) If any person owning or holding a membership, or an interest therein, by stock ownership or otherwise dies, such membership or interest therein may be transferred to a member of the "immediate family" of the deceased without requiring the consent or approval of the members of the League or the Commissioner thereof; similarly, if any person owning or holding a membership or an interest therein, by stock ownership, or otherwise, seeks to transfer such membership or any interest therein, by gift, such membership or the interest therein may be transferred to the donee if the donee is a member of the "immediate family" of the donor; in such event, no consent or approval of the members of the League or the Commissioner shall be required to complete such transfer. The "immediate family", for the purpose of this paragraph shall mean the wife, child, mother, father, brothers and sisters, or any other lineal descendant of the deceased or donor. In all other cases involving death or transfers by gift, any person succeeding to a membership or an interest therein, whether by gift, will, intestacy, or otherwise, must be first investigated by the Commissioner in such manner as the Commissioner deems appropriate. Upon the completion thereof, the Commissioner shall submit such succession or transfer to the membership for approval and shall accompany the same with his recommendation thereon; no such succession or transfer shall be effective unless first approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

#### Voluntary Withdrawal

3.6 Any member of the League may withdraw from membership either:

(a) By selling, assigning, or transferring its membership upon the terms and conditions set out in Section 3.5 hereof; or

(b) A Club may voluntarily withdraw from the League by tendering its written resignation to the Commissioner and simultaneously surrendering its Franchise Certificate of Membership, making full payment

of any and all dues, assessments, or other debts owing to the League, and assigning to the League, or its nominee, all player contracts and the lease of its playing field, if and to the extent the lease is assignable; provided, however, that no voluntary withdrawal may be made in any year between March 1st and the date of the World Championship Game of that year, except with the unanimous consent of all members.

#### Involuntary Termination

3.7 Membership in the League shall be automatically terminated whenever:

(a) An individual or corporate member or a partnership member or any general partner therein, makes an assignment for the benefit of his creditors or files a voluntary petition in bankruptcy, or whenever a receiver or trustee in bankruptcy is appointed for the property and assets of the member or of any general partner of a partnership member or whenever reorganization proceedings in bankruptcy are instituted by or against the member or by or against any general partner possessing an interest in a partnership membership. In the event the partnership agreement of a partnership member provides for automatic termination of the interest of any general partner who makes an assignment for the benefit of his creditors or who becomes the subject of any such bankruptcy proceedings and also provides for the continuation of such partnership in any such event, (b) hereof, then this Section 3.7(a) shall be inoperative with respect to such partnership member.

(b) A member disbands its team during the regular season, or

(c) A member permanently disbands its business organization or ceases its business.

#### Effect of Termination

3.8 (A) Upon the expulsion of a member or upon any other involuntary termination of membership, the following shall occur:

(1) The lease of its playing field or interest of the member therein if and to the extent the lease or interest is assignable, shall, upon demand of the League, be assigned to the League or its nominee, provided, however, that the assignment of said lease to the League shall first be approved by the affirmative vote or written consent of no less than three-fourths or 20, whichever is greater, of the members of the League; said lease shall therefore be handled or disposed of in such manner as the remaining League members, by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members, shall decide.

(2) Title to all players contracts of the terminated member and title to all players on the Reserve or Selection List of such terminated member and any interest or right to such players and contracts

shall, if demanded by the League, be assigned to the League or its nominee, provided that such assignments are first approved by the affirmative vote or written consent of not less than three-fourths or 20, whichever is greater, of the remaining League members, said players and contracts so acquired shall thereafter be handled and disposed of within the League in such manner as the remaining member clubs by the affirmative vote of not less than three-fourths or 20, whichever is greater, members of the League shall decide.

(3) All interest of the terminated member in and to any funds or property of the League, or any right or interest therein, shall cease.

(B) Whenever any stockholder, partner or holder of any interest in a member club is requested to sell or dispose of his stock or an interest in a membership in the League by reason of an expulsion or other involuntary termination, such sale or disposition must be completed within one hundred twenty (120) days after such action has been ordered. If such stock or interest is not sold or disposed of within one hundred twenty (120) days then the price and other terms of the sale or disposition shall be fixed by mutual agreement between the person affected and the Commissioner; if such cannot be accomplished by mutual agreement, then the price and other terms shall be fixed by arbitration with one arbitrator to be selected by the Commissioner and the other by the affected holder of the stock or interest. If within five (5) days the two arbitrators cannot agree on the price and terms, then the two arbitrators shall select a third arbitrator and the decision of the majority of the arbitrators shall be binding on all parties. If any person required to name an arbitrator fails to do so, or if the two arbitrators cannot agree on a third arbitrator, then such arbitrator in either case shall be named by the Commissioner.

#### Capital Contribution of Transferee

3.9 A new member acquiring its membership by transfer from another member shall succeed to the interest of the transferor in and to the funds, property, rights and interests of the League and shall not be obligated to make the capital contribution required under Section 3.3 (B) hereof.

#### Membership Fees and Assessments

3.10 Assessment. Whenever moneys are required to meet the expenses of the League, and League funds are not available for that purpose, then, upon demand by the Commissioner, each member shall be obligated to contribute equally its share of the required moneys.

#### Membership Covenants and Obligations

3.11 Each member club, and each and all of the owners, officers,

stockholders, directors or partners therein, as well as any other person, owning any interest in such member club, assumes and agrees to be bound by the following obligations of membership in the League:

(a) They, and each of them, shall be bound by and will observe all decisions of the Commissioner of the League in all matters within his jurisdiction.

(b) They, and each of them, shall be bound by and will observe all decisions, rulings and action of the Executive Committee or the member clubs of the League in every matter within the jurisdiction of such Committee or such member clubs, as the case may be.

(c) They, and each of them, waive any and all claims or demands, whether for damages or otherwise, which they, or any of them, might now or hereafter possess against the Commissioner of the League, individually or in his official capacity, as well as against the League or any employee thereof, and against any member club or any officer, director, owner, stockholder, or partner thereof, or the holder of any interest therein, in connection with or by reason of any decision, ruling action of the Commissioner, the Executive Committee, or the League in reference to any matter within their respective jurisdictions.

(d) They, and each of them, shall include in every contract between any member club and its employees, including coaches and players, a clause wherein the parties to such contract agree to be bound by the Constitution and ByLaws of the League.

(e) That after becoming a member of the League, the primary purpose of the corporation, partnership or other entity operating the club shall at all times be and remain the operation of a professional football team as a member club of the League, and such primary purpose shall not be changed.

(f) They, and each of them, consent to be bound by the provisions of the Final Judgment of the United States District Court for the Eastern District of Pennsylvania entered against the National Football League and certain of its member clubs on December 28, 1953, and as thereafter modified and for the purpose of said Judgment submit to the jurisdiction of said Court.

(g) They, and each of them, agree to be bound by all of the terms and provisions of the Constitution and ByLaws of the League as now or hereafter in effect.

(h) They, and each of them, agree to be represented at each and every meeting of the League and of the Executive Committee of the League by a representative duly authorized and empowered to cast the binding vote of the member club on all questions coming before such meeting.

## ARTICLE IV

### TERRITORIAL RIGHTS

#### Home Territory Defined

4.1 "Home Territory" with respect to any club means the city in which such club is located and for which it holds a franchise and plays its home games, and includes the surrounding territory to the extent of 75 miles in every direction from the exterior corporate limits of such city, except as follows:

(a) Whenever any two member clubs, other than the San Francisco 49ers and the Oakland Raiders are located and hold franchises for different cities within 100 miles of each other measured from the exterior corporate limits of such city, then the territorial rights of each of such clubs shall only extend to and include an area of one-half the distance between such cities.

(b) The "home territory" of the Green Bay Packers shall extend to and include all of Milwaukee County, Wisconsin, despite the fact that portions of such County are outside the 75 mile limits from the exterior corporate limits of the City of Green Bay.

#### Rights Within Home Territory

4.2 Each member shall have the exclusive right within its home territory to exhibit professional football games played by teams of the League except that:

(a) Whenever two club franchises in the League are located in the same city, then the owners of each of such franchises shall have equal rights within the home territory of such city.

(b) In respect to the San Francisco and Oakland franchises the following provisions shall apply:

(i) The home club in each city shall have the exclusive right to exhibit professional football games played by teams in the League in its city, and neither the San Francisco nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both clubs, but located outside the city limits of both cities, both clubs shall have joint rights of exclusivity, and both of said clubs may play games with other clubs in the League within such area without the consent of the other club also operating in the same home territory or any part thereof.

(c) Subject to the provisions of Sections 4.2(a) and (b) above, no club in the League shall be permitted to play games within the

home territory of any other club unless a home club is a participant.  
League Control of Games

4.3 The League shall have exclusive control of the exhibition of football games by member clubs within the home territory of each member. No member club shall have the right to transfer its franchise or playing site to a different city, either within or outside its home territory, without prior approval by the affirmative vote of three-fourths of the existing member clubs of the League.

Conference Alignment

4.4 The League shall be divided into two conferences called the National Football Conference and the American Football Conference respectively; each conference shall consist of fourteen (14) clubs in the League as follows:

NATIONAL FOOTBALL CONFERENCE

Atlanta Falcons  
Chicago Bears  
Dallas Cowboys  
Detroit Lions  
Green Bay Packers  
Los Angeles Rams  
Minnesota Vikings  
New Orleans Saints  
New York Giants  
Philadelphia Eagles  
St. Louis Cardinals  
San Francisco 49ers  
Tampa Bay Buccaneers  
Washington Redskins

AMERICAN FOOTBALL CONFERENCE

Buffalo Bills  
Cincinnati Bengals  
Cleveland Browns  
Denver Broncos  
Houston Oilers  
Indianapolis Colts  
Kansas City Chiefs  
Los Angeles Raiders  
Miami Dolphins  
New England Patriots  
New York Jets  
Pittsburgh Steelers  
San Diego Chargers  
Seattle Seahawks

Such conferences shall be operated under the following terms and conditions:

a) Each Conference shall be divided into three (3) divisions, consisting of two divisions of five (5) clubs each, and one division of four (4) clubs;

b) The divisions of the clubs in the American Football Conference are as follows:

CENTRAL DIVISION:

Cincinnati Bengals  
Cleveland Browns

Houston Oilers  
Pittsburgh Steelers

WESTERN DIVISION:

Denver Broncos  
Kansas City Chiefs  
Los Angeles Raiders

San Diego Chargers  
Seattle Seahawks

EASTERN DIVISION:

Buffalo Bills  
Indianapolis Colts  
Miami Dolphins

New York Jets  
New England Patriots

c] The divisions of the clubs in the National Football Conference are as follows:

CENTRAL DIVISION:

Chicago Bears  
Detroit Lions

Green Bay Packers  
Minnesota Vikings  
Tampa Bay Buccaneers

WESTERN DIVISION:

Atlanta Falcons  
Los Angeles Rams

San Francisco 49ers  
New Orleans Saints

EASTERN DIVISION:

Dallas Cowboys  
New York Giants  
Philadelphia Eagles

St. Louis Cardinals  
Washington Redskins

d] The scheduling of games within each conference and between the two conferences shall be governed by the provisions of Article XIII hereof.

e] The New York Giants and the New York Jets shall not be assigned to the same conference without the consent of both clubs.

f] The San Francisco and Oakland franchises shall not be assigned to the same conference without the prior consent of both clubs unless the conferences are divided into smaller numerical groupings, i.e., divisions; in such case, the 49ers and the Raiders may be assigned to the same conference, but may not be placed in the same division or other smallest numerical grouping of clubs within the same conference.

g] Following the initial realignment of the League taking place after 1969, any other realignment of the League must be approved by the affirmative vote of not less than thirteen (13) of the clubs which were members of the National Football League in 1967, and by the affirmative vote of not less than 8 of the 10 clubs which were members of the American Football League in 1968.

h] Subject to the other provisions of this Section 4.4,

whenever the League proposes or seeks to realign the clubs into conferences or other groups for scheduling or standing purposes, the following factors shall be considered in order not to unfairly prejudice the rights of any club in the League, namely, geographical location, natural rivalries, stadium capacity, gate attendance, weather conditions, relative team strength, and baseball conflicts involving clubs playing home games in baseball stadiums.

## ARTICLE V

### MEETINGS OF THE LEAGUE

#### Annual Meeting

5.1 The Annual Meeting of the League shall be held not earlier than the second Monday in February of each year and not later than April 1 in such year; such meeting shall be held on such date and at such places and times as the Commissioner shall designate in the notices of the meeting.

#### Special Meetings

5.2 Special meetings of the League may be held at any place upon call by the Commissioner.

5.3 (A) Written notice of the time and place of holding any meeting shall be given to each member at least thirty (30) days in advance of the day fixed for the Annual Meeting, or at least seven (7) days in advance of the day fixed for any special meeting.

(B) Notice of a special meeting shall state the time, place and purpose of the meeting. The notice of the Annual Meeting must state the time and place of the meeting, but not the purpose; if any amendments to the Constitution and ByLaws are to be considered at the Annual Meeting, the submission of such proposals must be in accordance with Article XXIV hereof, except that, any other provisions of this Constitution notwithstanding, the Commissioner may propose in his sole discretion amendments which he considers to be of an emergency nature and such amendments at a special meeting will require an affirmative vote of three-quarters or 20, whichever is greater, of the member clubs for passage.

(C) Notices of any meeting may be waived by the unanimous consent of all member clubs.

#### Quorum

5.4 At all meetings of the League, whether Annual or Special, three-fourths or 20, whichever is greater, of the members of the League in good standing, present in person or by authorized representatives, shall constitute a quorum for the transaction of business and shall have the power

to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite numbers of members shall be present.

Voting and Representation

5.5 At each meeting of the League each member shall be limited to two (2) representatives; each member shall be limited to only one (1) vote upon any matter presented to the meeting. Each member shall file with the League within the time designated by the Commissioner a written designation of the representative and alternate to vote and act for it. The Commissioner or presiding officer may require proof satisfactory to the Commissioner or presiding officer of the authority of any representative to represent a member. In all meetings, both Executive Session and General, proxy voting is prohibited. If a member is not represented at the time of a vote, the three-fourths requirement for a vote to carry will be based on the number of members present. This special voting procedure when a quorum but not all clubs are represented shall not apply whenever a unanimous vote is required by the Constitution and ByLaws.

Number of Votes

5.6 Except as herein otherwise specifically provided, the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League at any Annual Meeting of the League shall be required for action.

Order of Business at Annual Meeting

5.7 The order of business for the Annual Meeting shall be as follows:

Roll Call  
Reading of Minutes of the previous meeting  
Report of the Commissioner  
Report of Treasurer  
Report of other League Officers  
Report of Public Relations Department  
Report of other Committees  
Unfinished business  
Nomination and election of officers  
Installation of officers  
New Business  
Adjournment

Executive Session

5.8 Upon call of the Commissioner or by majority vote of the members of the League, the League may go into Executive Session. Each member shall designate its duly authorized representative to act for it in such Executive Session. In any Executive Session, unless otherwise designated by the Commissioner, two representatives of each member and the Commissioner shall be

present together with such other persons as either the Commissioner or the members by majority vote shall invite; provided that when two representatives of a member club are present in Executive Session, one of them must own an equity interest in such club. The Commissioner shall be Chairman of the Executive Session and may appoint the Secretary of the Session. Action at any Executive Session shall constitute action of the League.

#### Conduct of Meeting

5.9 Except in respect to matters covered specifically in the Constitution and ByLaws of the League, Roberts Rules of Order shall prevail in all meetings of the League; provided, however, than any action taken in any meeting of the League involving a matter not covered specifically in the Constitution and ByLaws of the League shall require the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League for approval.

#### Action Without a Meeting

5.10 Any action or resolution which may be taken or adopted at a League meeting may be taken or adopted by an instrument in writing signed by all members of the League.

### ARTICLE VI

#### EXECUTIVE AND OTHER COMMITTEES

##### Number

6.1 The League shall have an Executive Committee composed of one (1) representative from each member club. Each representative shall be appointed by the member club by written notice to the Commissioner. Each club may name an alternate representative in the same manner; said alternate shall have the same authority as the regular appointee in the absence of such appointee. Each appointee and alternate on the Executive Committee shall serve until his appointment is revoked in writing by the appointing member club.

##### Voting Qualifications

6.2 At all meetings of the Executive Committee each member of the Committee shall have one (1) vote.

6.3 All Executive Committee members must be either owners or holders of an interest, or officers of member clubs in the League.

##### Vacancies

6.4 In case any vacancy occurs in the Executive Committee his successor shall be appointed by the member affected by the vacancy.

**Powers and Duties**

6.5 The Executive Committee shall have the following powers and duties:

(a) It shall have the power, after notice and hearing to impose fines upon any member or any owner, director, partner, officer, stockholder, player or employee of a member of the League.

(b) It shall have the power, after notice and hearing, to increase or impose other or additional penalties after action of the Commissioner upon any matter submitted to it by the Commissioner for that purpose, pursuant to Section 8.13 (B) hereof; provided, however, that the Executive Committee shall have no power to modify, reduce, remit, or suspend any fine, penalty, or suspension imposed by the Commissioner under Section 8.13 (A) hereof.

(c) It shall have the power and duty to investigate and report its findings and recommendations to the League on any matter referred to it by the Commissioner or the members.

(d) It shall have power to cause an audit of the books and records of the League, and the Treasurer thereof, and shall report its findings to the members and the Commissioner promptly.

(e) If the Commissioner dies, is unwilling, or is by reason of physical or mental disability, unable to discharge his duties as Commissioner, the Executive Committee shall have the power to decide that an emergency exists in the League; it shall thereupon call a special meeting of the members at a time and place selected by the Committee: such meeting shall be held within thirty (30) days after the declaration of such emergency, and notice of such meeting shall be given as in the case of any other special meeting; the purpose of such meeting shall be either to remove such Commissioner or to elect a new Commissioner, or to appoint an acting Commissioner to serve until the next succeeding Annual Meeting.

(f) It is empowered to borrow in the name of the League such sum or sums of money as it may from time to time deem necessary or appropriate and to authorize the Commissioner and Treasurer, individually or jointly, to make and deliver in the name of the League a promissory note or notes evidencing any such loan and to pledge as security therefor any stocks, bonds, or other securities owned by the League.

(g) In the event that the Commissioner or any other officer of the League shall be convicted of a crime involving moral turpitude, or be physically or mentally incapacitated to perform his duties or shall fail or refuse to abide by the Constitution and ByLaws of the League, and the Executive Committee finds that such action by such officer is detrimental to the best interests of the League, or in the event the Commissioner or any other officer of the League fails or is unwilling to perform his duties, then such Committee shall have the power after notice and hearing, to suspend or remove said officer and to terminate any contract between such Commissioner or officer and the League.

Approval

6.6 All actions and decisions of the Executive Committee must be approved by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members of the Executive Committee provided, however, (a) that any decisions to proceed under Section 6.5 (c), (d) or (e) hereof may be taken by majority vote of the Executive Committee, and (b) that in any hearing involving charges against any club or whenever one club is making charges against another, the member club or clubs so involved shall not vote.

Other Committees

6.7 The Commissioner of the League may appoint such other committees as the League deems necessary and appropriate. All committees shall act under the direction and chairmanship of the Commissioner, who shall be a member "ex-officio" of each committee. The League shall pay each member of the committee the expenses of his attendance at committee meetings.

Vacancies

6.8 Subject to the provisions of Section 8.1 hereof, the Executive Committee shall have the power to fill by appointment any and all vacancies in any elective offices of the League for the balance of the term of such office or until a successor is duly elected for such office in the prescribed manner.

Meetings

6.9 At each meeting of the Executive Committee, the Commissioner of the League shall preside.

ARTICLE VII

OFFICERS

Officers

7.1 (a) The officers of the League shall be the Commissioner, a Secretary and a Treasurer. The Secretary and Treasurer shall be appointed by the Commissioner. The Commissioner shall have the right to appoint any other officers or assistants thereto as he, in his sole discretion, deems necessary. The duties and compensation thereof shall be fixed by the Commissioner.

(b) The sole officer in each Conference of the League shall be the President thereof. The President of each Conference shall be selected by the affirmative vote of not less than three-fourths or 10, whichever is greater, members of the Conference for which such person is to serve as President.

Voting

7.2 The Commissioner shall be elected pursuant to and in accordance with the provisions of Section 8.1 hereof. Any other officer of the League shall be appointed by the Commissioner in accordance with the provisions of Section 7.1 (a) hereof, provided, however, that if the Commissioner is unable so to do by reason of death or disability, then such officer shall be elected by the affirmative vote of not less than three-quarters or 20, whichever is greater, of the member clubs of the League.

Commissioner

7.3 The powers and duties of the Commissioner shall be such as are described in Article VIII hereof.

Treasurer

7.4 The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the League, receipt and give receipts for monies due and payable to the League from any source whatsoever, and deposit all such monies in the name of the League in such depositories as the Commissioner may determine, keep full and accurate accounts of the receipts and disbursements of the League and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Commissioner or the Executive Committee. In addition, the Treasurer shall:

(a) Pay all current bills and salaries after approval by the Commissioner.

(b) Annually submit to the member clubs detailed financial statements.

(c) He shall give a surety bond in the principal sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000) for the faithful discharge of his duties, with the League named as obligee thereon. The premium shall be paid by the League.

(d) During the playing season, he shall report weekly to each member on attendance and receipts for all games played by member clubs during the preceding week; such report shall also include any delinquency in any amounts owing to the League and such other information as the Treasurer deems expedient.

Secretary

7.5 The Secretary shall keep records of all proceedings of the League and the minutes of the meetings of the members and of the Executive Committee in one or more books provided for that purpose, cause all notices to be duly given in accordance with the provisions of this Constitution, or as required by law, be custodian of the League records, keep a register of the Post Office addresses of each member, and in general perform all the duties incident to the office of Secretary and such other duties as may from time to

time be assigned to him by the Commissioner.

The Secretary will supply the member clubs with a record of the action taken at any meeting within twenty (20) days following the adjournment thereof and shall also furnish the member clubs formal minutes of each meeting within ninety (90) days following the adjournment of each meeting.

#### Disability of Commissioner

7.6 If, by reason of physical or mental disability, the Commissioner is unable to discharge or perform the duties of his office, or is unwilling so to do, then, during any such period, the Executive Committee may require any other member of the Commissioner's staff to perform such duties of the Commissioner.

### ARTICLE VIII

#### COMMISSIONER

##### Employment

8.1 The League shall select and employ a person of unquestioned integrity to serve as Commissioner of the League, and shall determine the period and fix the compensation of his employment except:

(a) Pete Rozelle is hereby appointed as Commissioner of the League upon terms and conditions heretofore approved by the League in an employment contract with Pete Rozelle.

(b) Until June 1, 1976 any successor to Pete Rozelle as Commissioner must be approved by no less than twelve (12) of the fifteen (15) clubs which were members of the National Football League in 1966 in addition to the requirements set forth in subparagraph (c) below.

(c) Any extension or modification of the existing contract or any new contract between the League and Pete Rozelle as Commissioner shall be approved by the affirmative vote of not less than two-thirds or 18, whichever is greater, of the members of the League.

All other voting requirements and procedures for the selection of or successor to the office of Commissioner shall be determined by the affirmative vote of not less than two-thirds or 18, whichever is greater, of the members of the League.

##### Independence

8.2 The Commissioner shall have no financial interest, direct or indirect in any professional sport.

#### Jurisdiction to Resolve Disputes

8.3 The Commissioner shall have full, complete, and final jurisdiction and authority to arbitrate:

(a) Any dispute involving two or more members of the League, or involving two or more holders of an ownership interest in a member club of the League, certified to him by any of the disputants.

(b) Any dispute between any player, coach and/or other employee of any member of the League (or any combination thereof) and any member club or clubs.

(c) Any dispute between or among players, coaches, and/or other employees of any member club or clubs of the League, other than disputes unrelated to and outside the course and scope of the employment of such disputants within the League.

(d) Any dispute between a player and any official of the League.

(e) Any dispute involving a member or members in the League, or any players or employees of the members or the League, or any combination thereof, that in the opinion of the Commissioner constitutes conduct detrimental to the best interests of the League or professional football.

#### Financial and Other Authority

8.4 (A) The Commissioner, on behalf of the League, may incur any expense which, in his sole discretion, is necessary to conduct and transact the ordinary business of the League, including but not limited to, the leasing of office space and the hiring of employees, and other assistance or services; provided, however, that the Commissioner shall not have authority to incur any expense for any extraordinary obligations, or make any capital investment on behalf of the League without prior approval by the Executive Committee.

(B) The Commissioner shall: (a) preside at all meetings of the League and the Executive committee, (b) be the principal executive officer of the League, and shall have general supervision of its business and affairs, (c) approve for payment all proper charges.

#### Policy and Procedure

8.5 The Commissioner shall interpret and from time to time establish policy and procedure in respect to the provisions of the Constitution and ByLaws and any enforcement thereof.

#### Detrimental Conduct

8.6 The Commissioner is authorized, at the expense of the League, to hire legal counsel and take or adopt appropriate legal action or such other steps or procedure as he deems necessary and proper in the best interests of either the League or professional football, whenever any party or organization

not a member of, employed by, or connected with the League or any member thereof, is guilty of any conduct detrimental either to the League, its member clubs or employees, or to professional football.

#### Game Officials

8.7 The Commissioner shall select and employ a Supervisor of League Game Officials and shall further select and approve all game officials for all pre-season, regular season, and post-season games. All fees and traveling expenses of game officials shall be paid by the League after approval by the Commissioner. It shall be the duty of each member to accept as game officials for any game such game officials as the Commissioner shall assign to such game.

#### Public Relations Department

8.8 The Commissioner shall have authority to establish a Public Relations Department for the League, and such department shall be under his exclusive control and direction. He may employ persons to staff said department and shall fix and determine the compensation thereof.

#### Broadcasts and Television

8.9 Subject to the provisions of Article X hereof, the Commissioner shall have the exclusive authority to arrange for and sell all broadcasting and television rights to the Conference Championship Games and the World Championship Game.

#### League Contracts

8.10 The Commissioner shall have authority to arrange for and negotiate contracts on behalf of the League with other persons, firms, leagues, or associations; provided, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving a substantial commitment by the League or its members shall not be binding unless first approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

#### Reports

8.11 The Commissioner shall render an annual report to the League members at each Annual Meeting.

#### Bond

8.12 The Commissioner shall file and maintain in effect a surety bond with the League in the sum of Fifty Thousand Dollars (\$50,000); said bond shall be conditioned upon faithful performance by the Commissioner of his duties and shall name the League as obligee. The expenses for such bond shall be paid by the League.

#### Disciplinary Powers of Commissioner

8.13 (A) Whenever the Commissioner, after notice and hearing, decides that an owner, shareholder, partner or holder of an interest in a member club, or any player, coach, officer, director or employee thereof, or an officer, employee or official of the League has either violated the Constitution and Bylaws of the League, or has been or is guilty of conduct detrimental to the welfare of the League or professional football, then the Commissioner shall have complete authority to:

- (1) Suspend and/or fine such person in an amount not in excess of Ten Thousand Dollars (\$10,000), and/or
- (2) Cancel any contract or agreement of such person with the League or with any member thereof.
- (3) In cases involving a violation of the prohibitions against tampering and set forth in Sections 9.1(C)(10) and (11), 9.2 and 12.1(B) hereof, award or transfer selection choices and/or deprive the offending club of a selection choice or choices.
- (4) In cases involving a violation affecting the competitive aspects of the game, award or transfer players and/or selection choices, and/or deprive the offending club of a selection choice or choices, and/or cancel any contract or agreement of such person with the League or with any member thereof, and/or fine the offending club in an amount not in excess of Fifty Thousand Dollars (\$50,000) despite the provisions of sub-section (1) herein.

(B) Whenever the Commissioner determines that any punishment which the Commissioner has the power to impose pursuant to Section 8.13 (A), is not adequate or sufficient, considering the nature and gravity of the offense involved, he may refer the matter to the Executive Committee, with a recommendation that all or any part of the following additional or increased punishments or discipline be imposed:

- (1) Cancellation or forfeiture of the franchise in the League of any member club involved or implicated; if such occurs, the affected franchise shall be sold and disposed of under the provisions of Section 3.8(B) hereof.
- (2) Cancellation or forfeiture of the interest in a member club, or in the franchise thereof, owned by a person involved or implicated therein; if such occurs, the interest held by any person so implicated, shall be sold and disposed of under the provisions of Section 3.8(B) hereof.
- (3) Declare one or more players of the offending club to be a free agent or that one or more players, and the contracts thereon held by the offending club, be

assigned to another club or clubs.

- (4) Assignment to another club or a nominee of the League, of the lease on any stadium or playing field held for or owned by the offending club or any person owning any interest therein.
- (5) Assignment to one or more clubs of players on the Selection or Reserve Lists of the offending club.
- (6) Require the sale of any stock or interest in a member club of such offending person by the method and under the procedure specified in Section 3.8(B) hereof.
- (7) Make any other recommendation he deems appropriate.

The Executive Committee may impose such other or additional discipline or punishment as it may decide.

Any such ruling or decision by the Commissioner under the circumstances referred to in this sub-paragraph 8.13(B) of Article VIII, after approval or ratification by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members of the League, as aforesaid, shall be final, conclusive, and unappealable; any party involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or connected with such decision against the Commissioner, individually and in his official capacity, as well as against the League and any officer or employee thereof, and every member club therein and against any director, officer, shareholder or partner thereof, or the holder of any interest therein, whether for damages or for any other remedy or relief.

The word "person", for the purposes of this subparagraph (B) of Article VIII, Section 8.13, shall mean and include a member club and any owner, officer, stockholder, or partner thereof, or anyone holding any interest therein.

The membership of a member or the interest of any person owning a share or interest therein shall be suspended or terminated under this Section 8.13(B) only by resort to the following procedure:

- (a) Any member of the Executive Committee or the Commissioner may prefer charges against a member, or the holder of any interest therein, on the ground that such a member or holder has violated the provision of the Constitution and ByLaws, or is or has been guilty of conduct detrimental to the League or to professional football; said charges shall be in writing and filed with the Secretary of the League. The Commissioner shall first conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall

submit a copy of the charges by mail to each member club and to the member or person against whom such charges have been made, and shall make his recommendation thereon to the member clubs.

- (b) The member or person so charged may, within fifteen (15) days after receipt of the charges, file with the Commissioner its or his written answer thereto. The Commissioner shall thereupon deliver a copy of such answer to all members of the League.
- (c) A special meeting of the League shall be called to hear charges; the time and place of such meeting shall be fixed by the Commissioner.
- (d) At such hearing the Commissioner shall preside, unless he is the complainant; in such event the presiding officer shall be elected by majority vote of the members attending the meeting.
- (e) At the hearing the member or person so charged shall have the right to appear in person and by counsel. Strict rules of evidence shall not apply, and any testimony and documentary evidence submitted to the hearing shall be received and considered. Either the complainant or the member or person charged shall be entitled to an adjournment for a reasonable time to enable it or him to present rebuttal evidence.
- (f) After considering all the evidence, the members shall vote upon the charges and fix the punishment. An affirmative vote of not less than three-fourths or 20, whichever is greater, of the members shall be required to sustain the charges and fix the punishment, excluding the vote of any member in which the person charged has an interest.
- (g) If the members vote to terminate the membership or the interest of any member in a club of the League, then the member club or person charged shall be required to dispose of such membership or interest in the affected club in accordance with the provisions of Section 3.8 (B) hereof.

(C) Whenever the Commissioner, after notice and hearing determines that a person employed by or connected with the League or any member club thereof, has bet money or any other thing of value on the outcome or score of any game or games played in the League, or has had knowledge of or has received an offer, directly or indirectly, to control, fix or bet money or other consideration on the outcome or score of a professional football game, and has failed to report the same in the manner hereinafter prescribed, then such Commissioner shall have complete and unrestricted authority to enforce

any or all of the following penalties;

- (1) Suspend such person indefinitely or for a prescribed period of time.
- (2) Bar such person from the League for life.
- (3) Cancel or terminate the contract of such person in the League or any member club thereof.
- (4) Require the sale of any stock, or other interest of such offending person in any member club by the method and under the procedure specified in Section 3.8 (B) hereof.
- (5) Fine such person in an amount not in excess of Five Thousand Dollars (\$5,000).
- (6) Cancel or declare to be forfeited any interest in a member club, or in the franchise thereof, owned by any person so involved; in such event, any interest of the offending person so implicated in the club or any stock owned by such person in any member club shall be sold under the procedure provided in Section 3.8 (B) hereof.
- (7) Assign to another club or a member of the League the lease on any stadium or playing field held for or owned by the offending club or by any person owning any interest therein.
- (8) Assign to one or more other clubs players on the Selection or Reserve Lists of the offending club.
- (9) Impose such other or additional punishment or discipline as the Commissioner may decide.

If the person involved is a player in the League, such player is obligated to report immediately such incident to the head coach, owner, or managing officer of the club with which he is affiliated. If the person involved is either an owner, officer, director, stockholder, or a partner of a member club or owns or holds an interest therein, or is a coach or employee, (other than a player) thereof, such report shall be made promptly to the Commissioner. Any decision by the Commissioner under the circumstances referred to in this Section 8.13 (C) shall be final, conclusive, and unappealable; all persons involved in or affected by any such decision agree to release and waive any and all claims arising out of or connected with such decision that such person may now have or hereafter possess against the Commissioner, individually and in his official capacity, as well as against the League or any officer, or employee thereof, and against every member club therein and any director, officer, shareholder, or partner thereof or against the holder of any interest therein, either for damages or for any other remedy or relief. The word "Person" wherever used in this subparagraph (C) of Article

VIII, Section 8.13 shall mean and include a member club, or any club owner, official, officer, stockholder, partner thereof, or anyone holding any interest therein, as well as a coach, player, or other employee thereof; it shall also include an officer or employee of the League or any official employed by the League.

(D) Whenever the Commissioner finds, in his sole and exclusive discretion, that any person whether or not connected or affiliated with the League, or a member club therein, is guilty of conduct detrimental to the best interest of the League or professional football, then in addition to his other powers prescribed in the Constitution and ByLaws of the League, the Commissioner shall have the right to bar and prohibit such person from entry to any stadium or park used by the League, or its member clubs or affiliates for the practice or exhibition of professional football.

(E) The Commissioner shall have authority to change, reduce, modify, remit, or suspend any fine, suspension, or other discipline imposed by the Commissioner and not requiring approval of the member clubs.

#### Miscellaneous Powers of the Commissioner

8.14 (A) The Commissioner shall have the power, without a hearing, to disapprove contracts between a player and a club, if such a contract has been executed in violation of or contrary to the Constitution and ByLaws of the League, or, if either or both of the parties to such contract have been or are guilty of an act or conduct which is or may be detrimental to the League or to the sport of professional football. Any such disapproval of a contract between a player and a club shall be exercised by the Commissioner upon the written notice to the contracting parties within ten (10) days after such contracts are filed with the Commissioner. The Commissioner shall also have the power to disapprove any contract between any club and a player or any other person, at any time pursuant to and in accordance with the provisions of Section 8.13 (A) of the Constitution and ByLaws.

(B) The Commissioner shall have the power to hear and determine disputes between clubs in respect to any matter certified to by him by either or both of the clubs; he shall also have the power to settle and determine any controversy between two clubs which, in the opinion of the Commissioner, involves or affects League policy.

(C) The Commissioner shall have the right to propose amendments or modifications in the Constitution and ByLaws of the League by submitting such amendments or modifications in writing to the League no less than fifteen (15) days prior to the holding of any Annual Meeting of the League or recessed session thereof.

## ARTICLE IX

### PROHIBITED CONDUCT

#### Conflicting Interests and Prohibited Conduct

9.1 (A) The violation of any of the provisions of this Article IX shall constitute conduct detrimental to the League and professional football.

(B) No member, or stockholder, officer, director, partner or employee thereof, and no officer or employee of the League, including a game official shall:

(1) Own or have any financial interest directly or indirectly, in any other member club of the League.

(2) Directly or indirectly, loan money to or become surety or guarantor for any other member club, or any player, coach, or employee thereof, or holder of an interest therein.

(3) Directly or indirectly, loan money or offer any gift or reward or become surety or guarantor for any game official or other official or employee of the League.

(4) Act as the contracting agent or representative for any player or share or be financially interested in the compensation of any player in the League. Nothing herein shall prevent any player from negotiating on his own behalf or for his own account.

(C) No member, nor any stockholder, director, officer, partner, employee thereof, or person holding an interest therein, nor any officer or employee of the League shall:

(1) Publicize or participate in the selection of any mythical All-League or All-Opponent team.

(2) Issue a free ticket of admission to a game to any visiting club or player thereof except pursuant to the Constitution and ByLaws of the League.

(3) Offer any gift or reward to a player, coach or person connected with or employed by another member club for services promised, rendered or to be rendered in defeating or attempting to defeat a competing club.

(4) Publicly criticize any member club or its management, personnel, employees, or coaches and/or any football official employed by the League; all complaints or criticism in respect to the foregoing shall be made to the Commissioner only, and shall not be publicized directly or indirectly.

(5) Directly or indirectly pay a fine for a person who has been penalized.

(6) Permit or state in any game program, or by means of its public address system or otherwise, that it, he or they, offer or agree, either directly or indirectly, to pay or give money or any other thing of value to any member of the public: neither shall any club or other person referred to in this Section 9.1 be permitted to participate at any time, directly or indirectly, in any lottery of any kind.

(7) Own, directly or indirectly, any interest whatsoever in a professional football organization, league, club or team not a member of the League.

(8) Offer or pay a player or coach, and no player or coach may receive, any bonus, money or thing of value for winning any game played in the League.

No club or any representative thereof, shall offer to pay, directly or indirectly, to a player, and no player shall receive, any bonus of any kind unless such bonus provision is attached to and/or incorporated in the contract of such player.

(9) Fail to present its team at the time and place where it is scheduled to play in a pre-season or regular season game, unless such failure is caused by any unavoidable accident in travel or by conditions beyond the control of the member.

(10) Tamper with players of college teams who are not eligible for play in the League under the eligibility rules thereof.

Except for at the sites of postseason college all-star games, on the campus of the player, or at his residence, member clubs shall not time or test college players. Any compensation and/or transportation provided to the player or college coach of the player in connection with such timing or testing shall be considered conduct detrimental to the League. Other than the club holding rights to such player, clubs shall not, without permission of the club holding rights to such player, time or test a player who is subject to re-draft in a second Selection Meeting under any collective bargaining agreement, despite the fact that such player ultimately is redrafted.

College players eligible for the annual Selection Meeting may be given a one-day physical examination by a member club, provided the examination does not include physical activity of any type (a Cybex test is considered part of an orthopedic examination and is permissible); provided the player is not compensated in any way beyond travel and lodging expenses; and provided such examination takes place after the completion of all football games, including postseason bowl games in which the team of the school or college of such player is to participate as a member of his college team. The Commissioner must be notified by the club of all such examinations prior to the physical. A physical examination shall be the only reason for a member club to bring in a player who is eligible for the Selection Meeting to its city and/or training facilities prior to the Selection Meeting. During the period from one week prior to the Selection Meeting up to and including the final day of the Selection Meeting, no club shall transport or sponsor the transport of a draft-eligible player to its offices, workout facilities, home city or other site without prior permission of the Commissioner, and no club shall, during the same period, house a draft-eligible player at any site, including sites within his home city. Further, at no time shall a member club give or offer to give anything of significant value, directly or indirectly, including but not limited to arrangements for transportation, to a draft-eligible player until the final round of that year's Selection Meeting is completed.

(11) Tamper with a player or coaches or other employee under contract to or the property of another member club.

(12) Offer, agree, conspire, or attempt to illegally influence the outcome of the member or fail to suspend immediately any officer or player or other employee of the member who shall be proven guilty of offering, agreeing, conspiring, or attempting to influence the outcome of any game or be interested in any pool or wager of any game in which a member club participates.

(13) No beer or other beverage may be dispensed in NFL stadia except by being poured into cups.

(14) Any use by any club at any time, from the start to the finish of any game in which such club is a participant, of any communications or information gathering equipment, other than Polaroid-type cameras or field telephones, shall be prohibited, including without limitation videotape machines, telephone tapping or bugging devices, or any other form of electronic device that might aid a team during the playing of a game.

(15) In respect to minor league clubs and the Canadian Football League, the following prohibitions shall apply to all clubs in the League.

(a) No club in the League shall own or have any financial interest, directly or indirectly, in any minor league club.

(b) No club in the League shall, directly or indirectly, loan money to, nor make a gift or contribution to, nor become a surety or guarantor for any minor league club or for any player, coach, employee owner, stockholder, officer, director or partner therein, or to any holder of any interest in any minor league club.

(c) The restrictions on the clubs in this League as set out in this sub-paragraph and (a), and (b) above, shall likewise apply to all owners, stockholders, officers, directors, partners, agents, representatives, or employee of clubs in the League as well as to any other person owning any interest in any club in this League.

A "minor League club" shall include any professional football club not a member of this League, which has been designated by the Commissioner of this League as a minor league club.

Should any club in the League violate the provisions of this 9.1 (C) (15), then, in addition to all other remedies available to the Commissioner under this Constitution and ByLaws, such club guilty of such violation shall not have the right employ as a football player any player who was under contract to or played for such minor league club at the time of any such violation.

(D) No player, coach or manager shall, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any member club of the League, other than in the member club with whom he is employed, and then only under any agreement approved by the Executive

Committee stipulating for the immediate sale (and the terms thereof) of such stock or financial interest therein in the event of his transfer to, employment by, or association with another member club. A player, coach, or manager financially interested in another member club shall be ineligible to play for, coach or manage the club of any other member while, in the opinion of the Executive Committee, such interest is retained by or for him, directly or indirectly.

(E) No player, coach, manager or owner may remove his team, nor order his team removed, from the field during the playing of a game, regular or pre-season, except at the direction of the referee. Should any club in this League violate the provisions of this subsection 9.1 (E), then in addition to all other remedies available to the Commissioner under this Constitution and ByLaws, such club guilty of such violation shall face possible forfeiture of any victory or tie achieved in such game and in addition incur sole liability for financial losses suffered by the opposing team and any other member clubs so affected. All such determinations shall be made by the Commissioner.

(F) No member shall place its TWX machine in an area to which non-club personnel has access.

#### Tampering

9.2 If a member club or any officer, shareholder, director, partner, employee, agent or representative thereof, or any person holding an interest in said club shall tamper, negotiate with, or make an offer, directly or indirectly, to a player, or his representative, on the Active, Reserve or Selection List of another member club, then unless the offending club shall clearly prove to the Commissioner that such action was unintentional, the offending club, in addition to being subject to all other penalties provided in the Constitution and ByLaws, shall lose its selection choice in the next succeeding Selection Meeting in the same round in which the affected player was originally selected in the Selection Meeting in which he was originally chosen. If such affected player was never selected in any Selection Meeting, the Commissioner shall determine the round in which the offending club shall lose its selection choice. Additionally, if the Commissioner decided such offense was intentional, the Commissioner shall have the power to fine the offending club and may award the offended club 50% of the amount of the fine imposed by the Commissioner. In all such cases the offended club must first certify to the Commissioner that such an offense has been committed.

9.3 (A) (1) No coach, or administrative or supervisory employee, as hereinafter defined, may be employed by any member club of the League without the prior approval of the Commissioner. All coaches must have a written contract: such contract shall be filed in the League Office promptly following execution, and the terms thereof must be approved by the Commissioner: an administrator or supervisory employee, for the purpose of this section, shall mean a general manager or any assistant to the president or executive officer of the club.

(2) Every contract with any employee of the League or of a club therein shall contain a clause wherein the employee agrees to abide and

be legally bound by the Constitution, ByLaws and the Rules and Regulations of the League, as well as by the decisions of the Commissioner thereof, which decision shall be final, conclusive and unappealable; such contract shall provide further that the contracting parties, if involved or affected in any manner by a decision of the Commissioner, agree to release the Commissioner and to waive every claim he, they or it have against the Commissioner individually, and in his official capacity, as well as against the League, each and every member club thereof, and any and all directors, officers, stockholders, partners, or holders of an interest therein, for damages and for any other claims or demands arising out of or connected with any decision of the Commissioner. Every written employment contract with any non-player employee of a club shall be filed in the League Office promptly following its execution, and shall provide: that such contract sets forth the entire agreement between the parties; that no oral agreements, and no other written agreements except as are attached to the contract or specifically incorporated by reference therein, exist between them; that such written contract (including agreements attached thereto or incorporated therein) sets forth the entire agreement with respect to the employee's services for the club; and that neither party will rely on any agreement or understanding not reduced to writing and specifically incorporated into such employment contract prior to its execution or when subsequently amended.

(B) (1) A veteran player must be paid a full game current season salary and a first-year player a half-game salary for playing in the Chicago Tribune All-Star Game.

(2) Any player, eligible to participate as a member of the League championship team, who is traded or sold to another club prior to the Chicago Tribune All-Star Game in the succeeding season must be paid one-half of his game salary for the Chicago Tribune All-Star Game by the League championship club; such salary shall be calculated on the basis of the salary in effect at the time of the trade or sale. If such player is waived by the championship club and then claimed by another club, then the claiming club, if awarded the player, must pay such player the one-half game salary such player would have received for such All-Star Game, if he had not been waived; such salary shall be calculated on the basis of the salary in effect at the time said player was waived.

(C) No owner or person holding any interest in a member club, nor any officer, stockholder, director or partner thereof, nor any officer or employee of the League or a member club thereof, shall enter the dressing room of a game official.

(D) Subject to the provisions of Section 17.11 hereof, for purposes of this sub-section, a player shall be deemed to be an "active member of the Armed Forces" until he is discharged therefrom or listed as a reserve member of the Armed Forces. No active member of the Armed Forces may play or practice with a club in the League, subject to the following limitations:

(1) In the event of a declaration of war, the Commissioner has the right to suspend this requirement for the duration thereof.

(2) This provision shall not apply to participation in the

Chicago All-Star Game, nor to any pre-season games.

(3) This provision shall not apply to any player who has been given a conditional release from the Armed Forces or is on terminal leave.

(4) Active members of the Armed Forces may play or practice with a club provided:

(i) The club, at the time the player is inducted into the Armed Forces of the United States, continues to carry such player as one of its active players and notifies the Commissioner to that effect at the time of said induction; and

(ii) Such player receives permission from his commanding officer in the military service to play or practice with such club.

(E) No club, nor any coach, representative or employee thereof, shall use or employ any mechanical or other equipment or device in connection with the staging or playing of any game, except such as has been normally and commonly used in games in former seasons in the League; no electronic magnifiers or loud speaker systems, may be used or employed either from the stands, bench or sidelines to impart any information or instructions to players engaged in play on the field, but such instruction or information shall only be given orally or through substitution.

(F) No films of prior games shall be shown or displayed on or by means of television other than complete game films; such film shall not be stopped during any showing; provided, however that in the staging of a regular quarterback show of a club, clips or portions of game films may be shown. In connection with the showing of films, no employee, officer, owner or representative of a club shall make any comment or express any opinion, publicly or for publication, on the quality of the officiating or that any play shown was or was not illegal.

(G) No bonus may be paid to a player or players for winning a particular game; neither may remuneration or gifts of any kind other than those listed in the contract of a player, be announced, promised, or paid directly or indirectly by a member club, or by any person connected with or employed by a club.

(H) No blanket remuneration or bonuses shall be paid or given to players at any time.

(I) There shall be no contact work prior to a club's official preseason camp. In any off-season camp, clubs may use helmets and protective pads for elbows and knees, but all other pads are prohibited. Blocking dummies, sled and similar apparatus may be used in off-season camps at club's option.

(J) All clubs must pay the travel expense of the players to training camp, and if the player thereafter is included on the Active List of the club for the first regular season game, travel expenses to training camp for that player, if previously paid, may be deducted from the salary of the player. If a player is waived out, then the waiving club shall pay the travel expenses of the player for the return trip to his house, provided, however, that if the

player is claimed by another club under waivers, or is sold or traded, then the club acquiring the player shall pay the travel expenses of such player incurred in connection with reporting to the new club.

## ARTICLE X

### BROADCASTING AND TELEVISION

#### Contract Conditions

10.1 Any contract entered into by any club for telecasting or broadcasting its games, and the sponsor or sponsors of each game telecast or broadcast pursuant to such a contract, must be approved in writing by the Commissioner in advance of such telecast or broadcast.

#### Television Restrictions

10.2 Subject to the limitations and exceptions set forth in this article, member clubs participating in any game are authorized to telecast and broadcast such game anywhere except as follows:

(a) No club shall cause or permit a game in which it is engaged to be telecast into any area included within the home territory of any other club on the day that such other club is engaged in playing a game at home.

(b) No telecast of a home game within the home territory of a club shall be caused or permitted, except by agreement between the participating clubs.

(c) Each home club grants to the visiting club the exclusive right to permit or license the telecast of the game being played between them back to the home territory of the visiting club.

The Commissioner will not approve any contracts that do not contain a provision stating that the contract is subject to Article X as now or hereafter in effect.

#### Television Income

10.3 All regular season (and pre-season network) television income will be divided equally among all member clubs of the League regardless of the source of such income, except that the member clubs may, by unanimous agreement, provide otherwise in a specific television contract or

#### Network Provisions

10.4 In any network television contract in effect in the League after 1970 the following provisions shall apply:

(a) Each regular season road game of the New York Giants, New

York Jets, Oakland Raiders and San Francisco 49ers will be televised live back to the home territory of the club participating in the road game.

(b) Every effort will be made to avoid direct conflicts between the televising of road games of either the New York Giants or New York Jets and any home games of either club.

(c) Without the prior consent of the home team no road game of either the Oakland Raiders or the San Francisco 49ers respectively may be televised back to the home territory of the other club on any day when the other club is playing a game at home.

## Championship Games

10.5 The sale of radio and television and film rights for the world and Conference Championship Games shall be under the sole jurisdiction of the Commissioner and be subject to the provisions of Article X.

#### In the World and Conference Championship Games:

(1) The participating clubs may broadcast by radio on a non-exclusive basis from a station located in its home territory; provided, (a) said club contributes to the gross receipts of the game (to be divided in the same manner as game receipts are distributed) a fair and equitable sum fixed by the Commissioner in his sole and absolute discretion; and (b) provided the Commissioner approves all sponsors and broadcasters involved in the game.

(2) No television station may carry or broadcast the game if its signal is visible in the home territory (75 miles) of the home club in the city where the game is being played. The Commissioner's decision in this matter shall be final.

## Broadcast Facilities

10.6 Each club when playing at home shall provide adequate space for use of the visiting club in telecasting and/or broadcasting each game.

## Player Depiction and Club Promotion

10.7 The player grants to the club controlling his contract and to the League severally and jointly, the privilege and authority to use his name and/or picture for publicity and/or advertising purposes in newspapers, magazines, motion pictures, game programs and annual roster manuals, radio material, television telecast, and all other publicity and/or advertising media providing such publicity and/or advertising does not in itself constitute an endorsement by that individual player of a commercial product.

## Judgment

10.8 All provisions of Article X are intended to conform to and are subject to the Final Judgment of the United States District Court for the Eastern District of Pennsylvania entered December 28, 1953, and as thereafter

modified, against the National Football League and certain of its member clubs; in the event of any conflict between the Constitution and ByLaws and said judgment, the provisions of said Final Judgment, as modified, shall prevail.

#### Replays in Stadiums

10.9 In all NFL stadiums with the capability of displaying television replays on the scoreboard of action occurring on the field, such displays may be shown at any time during the game, provided, however, that the selection of material for the replays shall be at the home club's discretion.

### ARTICLE XI

#### PLAYING RULES

##### Official Rules

11.1 The playing rules of the League shall be those set out in the National Football League Rules Book.

##### Amendment of Rules

11.2 Playing rules may be amended or changed at any Annual Meeting by the affirmative vote of not less than three-fourths or 21, whichever is greater, of the members of the League, provided the proposed amendment or change has been presented to the League in writing fifteen (15) days prior to the Annual Meeting or a recessed session thereof, or provided the proposed amendment or change carries the unanimous approval of a duly appointed standing committee of the League vested with the authority to make a recommendation on proposed playing rules changes, in which case notice of at least 12 hours prior to the vote is required; and further provided that all playing rules proposals from clubs must be submitted in writing to the League office a minimum of thirty (30) days in advance of any Annual Meeting of the League; otherwise unanimous consent is required for any amendment to the Playing Rules.

##### Rules Committee

11.3 Each member club of the League shall have one representative only on the Rules Committee.

### ARTICLE XII

#### ELIGIBILITY OF PLAYERS

#### General Rules of Eligibility

12.1 (A) No person shall be eligible to play or be selected as a player unless (1) all college football eligibility of such player has expired, or (2) at least five (5) years shall have elapsed since the player first entered or attended a recognized junior college, college, or university, or (3) such player receives a diploma from a recognized college or university prior to September 1st of the next football season of the League. The expression "recognized junior college, college or university" shall be interpreted to mean any college listed in the Blue Book of College Athletics or Blue Book of Junior College Athletics, published by The Rohrich Corporation, 1940 East 6th Street, Cleveland, Ohio and/or the Education Directory, Higher Education, Office of Education, U.S. Dept. of Health, Education and Welfare, Washington D.C.

The fact that a player has college eligibility remaining in another sport other than football shall not effect his eligibility under this section provided the player meets all other qualifications hereunder. Any player with college football eligibility remaining in accordance with the foregoing provisions hereof shall not be eligible to be selected unless such player gives written notice to the Commissioner of his intention on or before January 15th in that year stating his intention to graduate before the fall semester. Any player who fails to give such notice to graduate and then does graduate prior to the fall semester, cannot be signed to any contract; such players shall be selected in a separate selection meeting at a time and place fixed by the Commissioner, the order of selection to be determined either by lot or some other method prescribed by the Commissioner. The Commissioner shall have the right to change the date of January 15th above referred to, if, in his opinion, such change is necessary to properly conduct the selection meeting.

Despite the foregoing, if four college football seasons shall have elapsed since the player first entered or attended college and, if such player did not at any time during such period, participate in college football, such a player shall be eligible for selection.

Special consideration shall be granted to those players whose college and/or conference allow five years of football eligibility, during all of which the player may participate full-time, as distinguished from those who "red-shirt," i.e., do not participate during one particular year. If a player under the circumstances described above has completed four years of participating football eligibility and elects not to avail himself of his fifth year, such player shall be eligible for selection in this League.

(B) No player may be signed to a contract or any other document (including a letter of intent), directly or indirectly, until completion of all football games, including post season bowl games in which the team of the school or college of such player is to participate and in which the player is to participate; such provision shall also apply to college football players competing in football in any season ending after that date when the original class of such player shall have been graduated. If a club violates this section, it shall be subject to punishment by the Commissioner; such punishment shall provide for the loss of selection choices of the offending

club in the next or in succeeding Selection Meetings up to and including the entire Selection List. All negotiating rights to the player or players so involved shall be awarded to the club lowest in the League standings, excluding the offending club, at the time of the last Selection Meeting.

(C) A diploma of graduation issued by a recognized college or university to a student under an accelerated course or program shall be acceptable for eligibility purposes despite the fact that the student actually attended such institution for a period of less than four (4) years.

(D) No person who has never been selected in a Selection Meeting and who has college athletic eligibility remaining and who registers at a college for the fall term or semester may be signed to a contract by a club in the League until the close of the next succeeding Selection Meeting of the League, at which meeting he would be eligible for selection regardless of how many seasons in excess of five have elapsed since he first registered at a college and regardless of how many selection meetings for which he was eligible have transpired.

(E) No person who plays college football after the opening date of the training season in any year may play football in the League during the balance of the same calendar year.

(F) No person eligible for the Selection Meeting in any calendar year may be signed to a contract with a club in the League until the Selection Meeting in that year.

(G) A player, either under contract to or on the Reserve or Selection List of a League club, shall be a member of the team of the club until the Commissioner receives notice from such club that other League clubs are free to negotiate or contract with said player. Upon receipt of any such notice, the Commissioner shall promptly notify each other League club thereof. Until the notice is given by the Commissioner, no other club may sign a contract nor negotiate with such player unless prior written permission thereof has been given by the club owning rights to such player.

(H) Any player, whose contract with a League club has expired, shall thereupon become a free agent and shall no longer be considered a member of the team of that club following the expiration date of such contract. Whenever a player, becoming a free agent, in such manner, thereafter signed a contract with a different club in the League, then, unless mutually satisfactory arrangements have been concluded between the two League clubs, the Commissioner may name and then award to the former club one or more players, from the Active, Reserve, or Selection List (including future selection choices) of the acquiring club as the Commissioner in his sole discretion deems fair and equitable; any such decision by the Commissioner shall be final.

#### Rules and Regulations

12.2 (A) A club, at its option, may adopt individual club rules and regulations not inconsistent with or contrary to the Constitution and ByLaws

of the League and/or the Rules and Regulations of the League. The club shall give the player reasonable notice of all rules and regulations adopted by the club. Any club adopting rules and regulations may suspend and/or fine a player for violation thereof.

(B) The League may adopt League rules and regulations, and any rules and regulations so adopted must be printed on the reverse side of the standard form of player contract used by the League.

12.3 (A) No person employed by a club as a coach, trainer or in any capacity other than as a player, may play for that club or any other club in that same year unless said employee is:

(1) Signed to a current year NFL Player Contract, and

(2) Counted within the first applicable player limit of the preseason and all subsequent player cutdowns. If such person is released through waivers or placed on the Reserve List after the first applicable player limit is in effect, he cannot return to any club in the League in the same season as an active player.

(B) Whenever a player under contract or option to a member club in the League fails to report to that club prior to its first regular season game, then such player, without the prior consent of the Commissioner, may not play with any club in the League during that same season if said player played in any other league, or with any other team other than in or for the League during that same calendar year, unless such other league or other club in which or for whom such player played is designated by the Commissioner of the League as a minor league; the decision of the Commissioner shall be final.

(C) No club may sign any player who, in the same year, has been under contract to a Canadian Football League club at the end of that CFL club's season (regular season or postseason, whichever is applicable).

(D) No player under contract to a club in the League shall be permitted to participate in any football game for or against any team, group or organization outside the League, except in games officially approved and sanctioned by the League.

(E) (1) If a player reports to the club at its preseason training camp or to a training session prior to official training camp and is, in the opinion of the club physician, physically unable to perform his services as a player, then the club may do the following:

- (a) Place the player on waivers with the designation "Failed Physical," or
- (b) Place him in the category of Active/Physically Unable to Perform. Players in this status count on the Active List and are allowed to attend meetings and undergo noncontact rehabilitative workouts up to the time of the second roster reduction in the preseason, at which time the club must

either request waivers on the player as "Failed Physical," place him on Reserve/Physically Unable to Perform (see (c) below), trade the player, or continue to count him on the Active List. If the player continues to count on the Active List, he will be considered to have passed the club's physical examination. Any player in the status of Active/Physically Unable to Perform who appears in contact with work during practice or any preseason game will be subject to all rules applicable to players who have passed the club's physical examination. Or,

(c) Place him in the category of Reserve/Physically Unable to Perform. The following rules apply:

(i) Players on Reserve/Physically Unable to Perform are ineligible for all games of the club and ineligible for all practice sessions, subject to the two-week conditional practice described in (ii) below, unless the club, at the time the player is placed on the Reserve List declares to the League office that such player will remain in the category for the entire season, in which case the player will be eligible for all practice sessions. All players on Reserve/Physically Unable to Perform may attend meetings.

(ii) No earlier than October 8 in any year and no later than October 25, a player on Reserve/Physically Unable to Perform may begin conditional practice with the club in an attempt to achieve the physical shape that will allow him to pass the club's physical examination. Clubs must report to the League office by TWX on the first date of such conditional practice.

(iii) After the beginning of conditional practice but in no case after more than 14 days from the beginning of practice, the club will have the option of retaining the player on Reserve/Physically Unable to Perform, adding the player to its Active List (provided he has passed the club's physical; and further provided that no player be activated under those circumstances during the last 30 days of the season), requesting waivers with no right of recall, or trading the player if the trading period is still in effect. A club may at any time of the season request waivers on a player who is on Reserve/Physically Unable to Perform, provided, however, that if the player has not yet passed the club's physical examination, the waiver request will be marked "Failed Physical." Further, such player on waivers cannot return in the same season to the club which requested waivers. If the club elects to continue to carry the player on Reserve/Physically Unable to Perform, the player may

practice with the club for the balance of the regular season but cannot be activated at any time during that period. No player on Reserve/Physically Unable to Perform can be traded in any year until October 8, and, if traded, the player will immediately count on the Active List of the assignee club.

(2) No club will be permitted to use any of the procedures of Physically Unable to Perform unless it reports to the League office at the time physical examinations are given that the involved player has failed his physical.

(3) If a player reports to a club at its preseason training camp and passes the club's physical, then later suffers an injury unrelated to football, the club may place him on Reserve as Non-Football Injury or Illness (N-F/I). Said player must remain on Reserve through the duration of the playing season, including any postseason games in which his team plays, unless said player is placed on procedural recall waivers or a free reactivation is used under appropriate procedures of the rules covering the category of Reserve/Injured. If placed on Reserve (N-F/I), such player is subject to all rules governing participation in practice by a player on Injured Reserve. If Suspended or placed on Reserve (N-F/I), player shall not be entitled to compensation.

(4) The club may also use the designation N-F/I for a player who fails the training camp physical, but said player will be governed by the provisions of 12.3 (E) (1). Player shall not be entitled to compensation.

12.4 (A) After the first mandatory roster reduction in the preseason and for the remainder of the season a member club desiring to try out a player seeking employment with that club may do so on one day only and only if the date of his presence with that club is reported by TWX to the League office prior to the completion of such tryout. The League, in turn, shall promulgate all such tryouts to member clubs. Additionally, a club is permitted to bring in the free-agent player for a physical examination, i.e., a maximum of two one-day visits: one for the purpose of a tryout and/or physical examination, the other for a physical examination only. Helmets and protective pads for elbows and knees are permitted for tryouts; all other pads are prohibited. The involved player or players shall not be on the club's practice field at the same time as regular practice is being conducted. The club shall be allowed a maximum of two players from its Active List to participate with the tryout player during his tryout. Multiple tryouts of the same player in the same season by a club are prohibited unless, following the most recent tryout, the player is placed under contract and released by another club in the League. Nothing in this sub-section is to be interpreted in any way as a modification of Section 17.5(B) of this Constitution and ByLaws and therefore such player may not participate in practice with the playing squad. No remuneration of any kind, except normal travel and lodging expenses may be paid to such player while not under contract. Players tried out under this rule are not subject to the provisions of Section 17.5(C) which restrict the return to a former club.

(B) A player on the Reserve List of a member club may, with the permission of that member club, try out with another member club on one day only and only if the club granting permission notifies the Commissioner's Office of such permission by TWX and the Commissioner's Office, in turn, notifies each member club in advance of such tryout through the daily notice that such permission has been granted. Subsequently the club conducting the tryout must notify the Commissioner's Office by TWX of the date of the player's presence with that club prior to the completion of such tryout.

## ARTICLE XIII

### SCHEDULE

#### Preparation

13.1 The Commissioner shall draft a schedule and forward the same to the member clubs as soon as possible after the World Championship Game; such schedule shall constitute the official schedule for the regular season games of each member club of the League and shall not require any consent nor approval by the member clubs.

#### Conditions

13.2 The following conditions shall govern and apply in drafting of the schedule each year, namely,

(a) Whenever reference is made to a Green Bay home game, it is understood that such home game may be scheduled at either Green Bay or Milwaukee subject to the approval of the Commissioner.

(b) Without the consent of the affected clubs, neither the New York Giants, the New York Jets, nor the San Francisco 49ers shall be required to play more regular season home games on the road than at home.

(c) The San Francisco 49ers and Oakland Raiders will not be required to play any regular season game at home on the same day without the consent of both clubs.

(d) Commencing in 1978, the 28 teams will play a 16-game common opponent schedule with the following designations applied to the schedule:

A -- AFC East

B -- AFC Central

C -- AFC West

D -- NFC East

E -- NFC West

F -- NFC Central

(1) Each team will play home-and-home with the other teams in its division.

(2) Each team in a four-team division will play a game with each of the fifth place teams in the other two divisions in its conference, i.e., each team in the AFC Central will play the fifth place team in both the AFC East and AFC West and each team in the NFC West will play the fifth place team in both the NFC East and the NFC Central.

(3) On rotating three-year basis, teams 1 through 4 in each division play teams 1 through 4 in a division of the other conference. The rotation will be as follows:

First year -- A vs. D, B vs. E, C vs. F  
Second year -- B vs. D, C vs. E, A vs. F  
Third year -- C vs. D, A vs. E, B vs. F

(4) The first place team in each division of a conference will play games with each of the other two first place teams in its conference and games with each of two fourth place teams in its conference that are not in its division. The second place team in each division of a conference will play games with each of the other two second place teams in its conference and with each of the two third place teams in its conference that are not in its division.

(5) The two fifth place teams in each conference will play home-and-home and will also play one game each with the two fifth place teams in the other conference, i.e., the fifth place teams in the AFC East and AFC West play home-and-home and also play the fifth place teams in the NFC East and NFC Central, and the fifth place teams in the NFC East and NFC Central play home-and-home and also play the fifth place teams in the AFC East and AFC West.

(6) The initial pairing for game sites will be made on a left to right and top to bottom basis, i.e., the first time that Al plays D1 the game will be at D1. Game sites will thereafter be alternated on the basis of alphabetical numerical designation.

(7) The tie-breaking procedures adopted for Divisional Playoff games (Article 20.1) will be used to break ties in the standings for the purposes of scheduling.

### Schedule Adjustments

13.3 (A) In the event a member club ceases operating and a new franchise is then issued by the League to a new member club to replace such former member, the new member shall be obligated to perform under the same schedule in effect at the time the former club ceases operations, whether or not the franchise issued to the new member is to be operated in the same city as the former franchise holder.

(B) In the event a member club shall cease operations and the

League does not replace such franchise by issuing a new franchise or by the transfer of the former franchise, the Commissioner is empowered to make whatever adjustments in the schedule as he in his sole discretion decides are necessary, and all member clubs shall be bound thereby.

Change in Site

13.4 When a game is scheduled in a stadium used for baseball, the Commissioner shall have the right to change the site of the game, whenever he concludes such action is necessary by reason of the probable participation of the baseball club in the post-season playoffs and/or World Series; in such event, the visiting club will be reimbursed by the League for any extra travel expense incurred because of such change, and the home club will be compensated by the League for any loss of revenue suffered by it as a result of such change in the site of the game. The Commissioner's decision shall be final and binding upon both of the affected clubs in respect to the need for and amount of any such compensation or reimbursement.

13.5 For the 1981, 1982, and 1983 seasons, sites of the inter-conference games of clubs that finish 1 through 4 in a division will be assigned so that no such club plays a second consecutive home or road game with an interconference opponent that it played in 1978, 1979, or 1980.

ARTICLE XIV

SELECTION MEETING

14.1 A Selection Meeting of the League shall be held on the second Tuesday following the playing of the last post-season game; there shall be only one Selection Meeting each year. The Commissioner shall preside at the Selection Meeting and is empowered to settle any dispute or controversy involving or occurring in the Selection Meeting not otherwise covered by provisions of the Constitution and ByLaws of the League.

14.2 The only players eligible to be selected in any Selection Meeting shall be those players who fulfill the eligibility standards prescribed in Article XII, S12.1 of the Constitution and ByLaws of the League.

14.3 (A) At each Selection Meeting each club participating therein, shall select players of its own choice; selection shall be made by the clubs in each round in the reverse order of their standing.

(B) Reference in this article to "standing" shall mean the standing of the clubs in the League in regular season games at the time of the Selection Meeting. In calculating the percentage, tie games shall be calculated as one-half game won and one-half game lost. To determine the percentage, the total number of winning games, including any fractions thereof to account for ties, shall be divided by the total number of games played in the regular season.

(1) The winner of the Super Bowl game shall select last and the

loser of such game shall select next-to-last in all rounds, regardless of the record of such participating clubs in the regular season.

- (2) In the event of a tie in the selection order involving a non-Super Bowl playoff club or clubs, such playoff club shall be assigned selection priority within its tied segment below that of non-playoff clubs and in inverse proportion to the number of cumulative plus-factors it achieves during the playoffs, as set forth in sub-sections (a) through (c), but in no case shall such a club move out of its tied segment.
  - (a) For a loss in the Wild Card Playoffs, a plus-factor of one-half.
  - (b) For participation, win or lose, in the Divisional Playoffs, a plus-factor of one.
  - (c) For a loss in the Conference Championship Game, a plus-factor of one.
- (3) Clubs with the best won-lost-tied records after the procedures of (1) and (2) above have been applied shall drop to their appropriate spots in the tied segment.
- (4) If, after all the foregoing procedures of this Section 14.3 (B) have been applied, ties still exist, such ties shall be broken by figuring the aggregate won-lost-tied percentage of each involved club's regular season opponents and awarding preferential selection order to the club which faced the schedule of teams with the lowest aggregate won-lost-tied percentage.
- (5) If, after the procedures of (4) above have been applied, ties still exist, the divisional or conference tie-breaking method, whichever is applicable, shall be applied.
- (6) If, after the procedures of (5) have been applied, ties still exist, they shall be broken by a coin flip conducted by the Commissioner.

(C) One player shall be selected on each round by each club participating in that round.

14.3 (D) There shall be twelve (12) selection rounds at each meeting.

#### Selecting Ineligible Player

14.4 If any club select an ineligible player, such club shall lose the right to that player and to the selection choice for that year.

Reserve List--Selectees

14.5 The selecting club shall have the exclusive right to negotiate for the services of each player selected by it in the Selection Meeting. Selected players shall be placed on the Reserve List of that club.

Selectee Return To College

14.6 Any player eligible for selection at the Selection Meeting who is not selected, shall be eligible to sign with any club in the League; provided, however, that if any eligible selectee not chosen possesses additional college eligibility and thereafter attends college in the fall semester following the Selection Meeting, such player may not be signed by any club until after the close of the next succeeding Selection Meeting at which time he is eligible for selection.

League Policy On Playing With Another Club

14.7 The League reaffirms the resolution passed unanimously in May 1935, and which has been in effect in the operations of the League since that time by adding the following action:

If for any valid reason it would be impossible for a player to play in the city by which he has been selected, or the player can show reasonable cause why he should be permitted to play in a city other than that designated for him, then through such arrangements as can be made by sale or trade with another club, he shall be permitted to play in the city he prefers if the Commissioner of the League approves his reasons as valid.

ARTICLE XV

PLAYER CONTRACTS

Standard Player Contract

15.1 All contracts between clubs and players shall be executed in triplicate and be in the form adopted by the member clubs of the League; such contract shall be known as the "Standard Players Contract". Subject to the provisions of Section 9.1(C)(8) hereof, a club may delete portions of or otherwise amend the Standard Players Contract subject to the right of the Commissioner to disapprove the same, as provided by Section 15.4 hereof.

Amendment Of Standard Player Contract

15.2 (A) The form of Standard Players Contract adopted by the League may be amended at any time by the affirmative vote or written consent of not less than three-fourths or 20, whichever is greater, of the member clubs of the League; provided, however, that in the event of an amendment to the

Standard Player Contract, or should a new Standard Player Contract be adopted by the League, such action shall in no manner affect, change, modify or terminate any of the terms or provisions of any unexpired Standard Player Contract then in effect between a player and a club in the League.

(B) All valid unexpired player contracts, including options for extensions thereof, signed in the NFL or AFL prior to Feb. 1, 1970, and in effect on that date, shall remain in full force and effect in accordance with the terms thereof, until the terms of such contracts shall expire, despite the fact that the provisions thereof may differ from the Uniform Players Contract adopted by this League for use in their 1970 or in succeeding seasons.

#### Filing

15.3 An executed copy of each player contract must be filed with the Commissioner within ten (10) days after the execution thereof. The Commissioner's office shall stamp the time of receipt upon all contracts immediately upon the filing with the Commissioner. All other documents required to be filed with the Commissioner shall likewise be stamped immediately upon receipt thereof. Contracts in effect at the date of the adoption of the Constitution and ByLaws shall not be affected by the foregoing provision if such contracts had been previously executed and filed in accordance with the Constitution and ByLaws of the League at the time of execution and filing.

#### Disapproval

15.4 The Commissioner shall have the power to disapprove any contract between a player and a club executed in violation of or contrary to the Constitution and ByLaws of the League, or if either contracting party is or has been guilty of conduct detrimental to the League or to professional football. Any such disapproval of a player contract must be exercised by the Commissioner with ten (10) days after such contract is filed with Commissioner.

#### Promulgation

15.5 The Commissioner shall notify all clubs of the execution of free agent player contracts on a weekly basis as part of the League personnel notice.

#### Prerequisite To Play and Practice

15.6 No club shall permit a player in any practice session or game, subject to the tryout provision of Sections 12.4 (A) & (B), with its team unless:

(a) A Standard Player Contract has been executed between the player and a club or the Player Contract has been properly assigned to the club, and

(b) Such contract or assignment is on file in the League Office or the League Office has been notified by telegram of TWX of the

execution of a contract or assignment.

15.7 Any direct or indirect compensation or anything of value paid to a player who is not on the club's Active, Inactive or Reserve Lists, regardless of whether the player participates in the club's practice sessions, shall constitute a competitive violation and the club and/or involved club employee shall be subject to disciplinary action under Section 8.13 (A) (4) of this Constitution and ByLaws. Similarly, tryout provisions of Section 12.4 (A) shall be strictly enforced, and any violations of this rule shall fall within the provisions of Section 8.13 (A) (4).

15.8 The minimum first-year income for a selected player shall be \$12,000.

15.9 In addition to the salary stipulated in §3 of his contract, each player shall, during the training season, be paid an allowance for expenses to be determined by the club.

## ARTICLE XVI

### ASSIGNMENT OF PLAYER CONTRACTS

#### Assignment Notice

16.1 All assignments of player contracts (through trade, waiver or otherwise) shall be documented by the assignor club with execution of a notice to the player in a form prescribed by the Commissioner. Such form will be in quadruplicate, with appropriate copies delivered to the player, the Commissioner and the assignee club, and a copy retained by the assignor club.

#### Player Responsibility

16.2 Immediately following any assignment the player shall report to the assignee club as promptly as possible and shall perform services with the assignee club as prescribed in said contract.

#### Salary Liability

16.3 The assignor club shall be liable for such proportion of the player's salary for the season as the number of the applicable League games of the assignor club's regular season elapsed up to and including the date of assignment bears to the total number of games in the assignor club's regular season; provided, however that whenever such assignment involves a player claimed as a result of a waiver, then the allocation of salary shall be subject to the provisions of §18.8 hereof. The assignee club shall be liable for the balance of the player's salary subject also to the provisions of §18.8 in respect to players acquired through waiver. For the purposes of this section, the date of assignment shall be deemed to be the date on which notice of assignment is delivered to the Commissioner as prescribed in §16.2 hereof, or the date when the player was notified orally of such assignment by an authorized member of the assignor club, whichever occurs first. In the event

of a dispute as to whether or not oral notice of the assignment has been given by the assignor club, the burden of proving shall rest with the assignor club.

#### Waivers

16.4 (A) If waivers are required for assignment of a player's contract, no assignment shall be effected and no notice of assignment shall be delivered to the player unless and until the club has been advised by the Commissioner that waivers have been granted by all clubs entitled to claim the player under the waiver rules.

(B) Whenever a club has been awarded a player through waivers, such club acquires all rights to the player owned or possessed by the waiving club, including any rights to the player's services for a succeeding season or seasons and, subject to the provisions of §18.8 hereof, the claiming club likewise assumes all obligations under such contract or contracts.

#### Promulgation

16.5 All assignments shall be promulgated by the Commissioner through bulletins sent to each club.

#### Trading Deadline

16.6 By definition, a trade in the League is a transaction involving two or more clubs resulting in an outright or conditional assignment or exchange of player contracts, rights to players, selection choices, cash, and/or past consideration, which transaction is not effected through the waiver system, the first-refusal/compensation system of an operative collective bargaining agreement, or other special assignment procedures of this Constitution and ByLaws. Trades are permissible within the following periods:

(A) Trades involving selection choices, cash, and/or past consideration may be made on any day in the calendar year in which the League office is open to accept player-personnel transactions, until 4:00 p.m., New York time (or other applicable deadline for a given business day).

(B) Trades involving player contracts and/or rights to players from club Reserve lists may be made only on days during which the League office is open to accept player-personnel transactions from the period beginning on the first such day after the AFC-NFC Pro Bowl game and continuing until 4:00 P.M., New York time, on the day after the date that the final game of the sixth regular-season weekend begins (i.e., Tuesday if the final game of such weekend's schedule of games begins on Monday).

#### Trade Conditions

16.7 (A) No trade may be made between member clubs in any season wherein the player traded may revert to or be traded back to the original club, unless through the normal procedure of trading, waiving, etc., as otherwise specified in this section and this Constitution and ByLaws.

(B) All conditions affecting trades must be specified in the original notification to the Commissioner of the trade and in the trade agreement papers. If the written conditions do not cover subsequent events which result in the assignee club having use of the player on its Active List at some late time or in obtaining value for him through a subsequent trade, the original assignor club shall have no recourse.

Approval by the Commissioner

16.8 (A) No sale or trade by a club shall be binding unless approved by the Commissioner. Immediately following such approval, the Commissioner shall notify all clubs of such trade or sale.

(B) All sale or trade agreements between clubs must be in writing and filed with the Commissioner within fifteen (15) days following completion of such sale or trade. The League Office shall stamp the time of receipt on any sale or trade agreement immediately upon the filing thereof.

16.9 When a player on the Active or Inactive Lists of a club is traded or acquired on waivers on or after 4:00 P.M., New York time, on the Thursday prior to the opening of the regular season, or at any time thereafter, such player must immediately be listed within the applicable player limit of the club to which he is traded or acquired, which includes both the team's Active and Inactive Lists.

ARTICLE XVII

PLAYER LIMITS AND ELIGIBILITY

Waiver System

1. All waivers requested during the period that a 24-hour claiming period is in effect (July through December) shall be no-recall. In addition, no withdrawal of claims will be permitted during that period.
2. All claims filed by clubs shall be in priority order within groupings of one-or-more and the claiming club shall indicate the number of players within each grouping it wishes to be assigned. No player may be listed more than once.

Cutdowns and Player Limit (1984 Only)

1. 70 -- the third Tuesday prior to the first regular season game (August 14, 1984).
- 60 -- the second Tuesday prior to the first regular season game (August 21, 1984).
- 49 -- the Monday prior to the first regular season game (August 27, 1984); this is a straight cut with no "down and up" procedure.

2. The cutdowns to 70 and 60 shall be conventional no-recall waivers and are required by 4:00 p.m., New York time, on the day listed.
3. The cutdown to 49 shall be procedural recall waivers and is required by 12:00 noon, New York time, on the Monday prior to the first regular season game.
4. The League personnel notice on the day of the final cutdown shall be promulgated to member clubs at or about 4:00 p.m., New York time. Clubs thereafter shall have until 12:00 noon, New York time, on the following day to file claims. The League shall thereafter compile and transmit the finished personnel notice as soon as possible.

Reserve/Injured

The following rules govern Reserve/Injured:

**PURPOSE.** Reserve/Injured is a category of the Reserve List. A club may use this category for a player who is injured in a practice session or game of his club in any year, after having passed the club's physical examination in that year. If a player fails the club's initial physical examination in any year, he is not eligible for Reserve/Injured; the club may instead use the procedures of Physically Unable to Perform or Non-Football Injury/Illness, whichever is applicable. A Non-Football Injury or Illness case may, in some circumstances, fall under the procedures of Reserve/Injured, but only if such injury or illness occurs after the player has passed the club's physical for that year (see below).

**PARTICIPATION WHILE ON RESERVE/INJURED.** Players on Reserve/Injured may attend team meetings and participate in practice sessions with Active List players as soon as physically able to do so. Players on Reserve/Injured are prohibited from appearing in games, participating in game-day warm-ups with their teams, dressing in game uniforms on game-days, or representing their teams in pre-game ceremonies. Reserve/Injured players may, however, serve their clubs on the sidelines, provided they perform a necessary function connected with the game, dress in clothing issued by the club to its game staff, and display appropriate credentials under the prevailing rules covering the bench areas.

**COMPENSATION WHILE ON RESERVE/INJURED.** Players on Reserve/Injured are compensated at the full rate of their NFL Player Contracts (see Paragraph 9 of NFL Player Contract).

**INJURY DEFINITION.** For purposes only of administering the procedures of Reserve/Injured, a minor injury is one which renders a player physically unable to play football for any period less than four weeks (28 calendar days) from the date his is officially added to Reserve/Injured. Conversely, a major injury is one which renders a player physically unable to play football for a minimum of four weeks

(28 calendar days) from the date he is officially added to Reserve/Injured. Despite the fact that a player's injury may occur many days or weeks before his club officially adds him to Reserve/Injured, the definitions of major and minor injuries are based solely on the latter date (see single exception to this under the section on free reactivations).

**DOCUMENTATION.** All determinations of recovery time for major and minor injuries must be by the club's medical staff and in accordance with the club's medical standards. Such prognosis must be documented on the form "Verification of Injury/Illness Report," which must be completed in full by the club physician and countersigned by a working club executive or the head coach. This form must be filed in the League Office within 15 days after the date the player is officially added to Reserve/Injured; if not, the club forfeits a spot on its Active List until it complies. The prognosis of the player's recovery time should be as precise as possible. When the verification form is received by the League Office, the case receives a major or minor injury classification which remains fixed unless the Commissioner grants special permission to reclassify after considering a revised prognosis by the club.

EVASION. The Commissioner is authorized to take whatever steps he deems necessary to investigate any Reserve/Injured case that he has reason to believe may not have been handled properly by the involved club. If he determines that a club has abused the procedures of Reserve/Injured in order to evade the player limit or for any other reason, he may take appropriate disciplinary action.

**MINOR INJURIES.** If a club places a player with a minor injury onto Reserve/Injured, it may not reactivate him in the same season under any circumstances. Such player must be placed on no-recall waivers as soon as, in the judgment of the club, he is physically able to play football. If, despite the original classification of minor injury, the player's recovery time continues into the following year, the waiver request must be before April 15.

**MAJOR INJURIES.** If a club places a player with a major injury onto Reserve/Injured, the following rules apply:

1. Any player with a major injury may be reactivated by his club through procedural recall waivers after he has been on Reserve for a minimum of four weeks. If the club wishes to reactivate such player, the waiver request must be procedural recall, and the club must accept the player onto its Active List if he goes unclaimed. If the club does not wish to retain the player, the waiver request must be no-recall, and any re-signing by the club of a terminated player in these circumstances falls under the applicable reacquisition rules.
2. For 1984 only, a club is allowed a total of five free reactivations from Reserve/Injured to the Active List. To

be eligible for a free reactivation, a player must have suffered a major injury, been placed on Reserve/Injured after the date of the final roster reduction of that season, and must have remained there a minimum of four games played by his club. (Note that this time period is measured in games rather than weeks. If the postseason is involved, a bye week counts as one game.) Despite the definition of a major injury above that requires an estimated recovery time of four weeks from the date of going onto Reserve/Injured, players involved in free reactivations whose injuries occurred early in the preseason conceivably could already have completed all or most of their recovery time when they are placed onto Reserve. This is permissible only for players injured in the preseason, provided the club can supply contemporaneous documentation verifying a recovery time of four weeks or more from the date of injury and further provided that the four-game period on Reserve is fulfilled. Free reactivations may be used on the same player more than once in the same season if all other procedures are followed. (See No. 4 below for additional rules covering the postseason.)

3. Any player who meets the requirements for free reactivation under No. 2 above, may instead be reactivated through the procedural recall steps of No. 1 if the club chooses.
4. After 4:00 p.m., New York time, on the Wednesday following the final regular season game, each club involved in postseason competition will be granted an additional free reactivation under the rules governing the category of Reserve/Injured. Any player reactivated through the use of such extra reactivation must meet all standards of eligibility under current rules. (Example: If a playoff club has used all five of its regular reactivations through 16 games, it will have one more for use through the postseason period. If a club has used, say, only one through 16 games, it will have five for use in the postseason.) If a club involved in postseason competition uses a free reactivation after the end of the regular season, it may either ask waivers on or place onto Reserve/Injured the player removed from its Active List to allow for the reactivation. If the player is placed on Reserve/Injured, he, in turn, is eligible for free reactivation in that same postseason only if all requirements of the rule are met, including a documented four-week injury and a minimum time on Reserve of four games (including bye week).

INJURIES NEAR END OF SEASON. If a player suffers an injury with less than four weeks (28 calendar days) remaining in his club's regular season schedule and his estimated recovery time is documented as

equivalent to or longer than the time remaining in the regular season, he may be placed on Reserve/Injured under the rules governing major injuries, provided he is not reactivated in that same regular season. However, if the player's club is involved in postseason competition, he still must have a fully documented major injury and must remain on Reserve a minimum of four games (including bye week) before he is eligible for a free reactivation.

**CONTRACT RESTRICTIONS.** Whenever a player becomes subject to waivers under the rules governing Reserve/Injured, there must be no subsequent renegotiation or modification of his contract that constitutes a deterrent to claims by other clubs.

**N-F/I AFTER PASSING PHYSICAL.** Players who go onto the Reserve List under Non-Football Injury or Illness after passing the club's physical examination may be reactivated through the procedural recall or free reactivation procedures of Reserve/Injured, provided the non-football injury or illness meets the same requirements as those specified for major injuries.

**TRADING FROM RESERVE/INJURED.** Players on Reserve/Injured who do not meet the four-week requirement cannot be traded in the same season in which they were placed on Reserve. Players who meet the four-week requirement and are placed on Reserve/Injured before the final reduction of the Active List for that season may be traded to another club's Reserve/Injured list, which acquiring club may reactivate such player in that same season only by placing the player on procedural-recall waivers. Players who meet the four-week requirement and are placed on Reserve/Injured after the final reduction of the Active List for that season may be traded to another club's Reserve/Injured list, which acquiring club may reactivate such player in that same season either by placing the player on procedural-recall waivers or by using one of its free reactivations, if available; and further provided that the trading club also must use one of its free reactivations in order to effect the trade.

**SETTLEMENTS.** Any financial settlement agreed to between a club and player concerning an injury shall cover a fixed period of time and shall be reported in detail to the League office. Such player then shall be carried on the club's Reserve/Injured list for the specified period covered by the settlement. Such listing must be for procedural purposes only, and the player must not practice with or be affiliated with the club in any way other than normal rehabilitation treatment. At the end of such specified period, the player must be placed on waivers.

The following eight additional provisions also govern the category of Reserve/Injured.

1. Expand League's medical examination procedures to include a network of qualified neutral physicians in each club's territory (including training camp area). Such physicians would be available to examine players within a short time (usually less than a week) after a player

is injured.

2. Modify definition of major injury that occurs in the preseason period. Current rules specify that a major injury is one which renders a player physically unable to play football for a minimum of four weeks (28 calendar days) from the date he is officially added to Reserve/Injured. New procedures also would allow a club to anticipate that it might later wish to place a player onto Reserve/Injured with a major injury. In that event, such players would be examined by a League physician within a short time after the injury and before Reserve action is taken. The four-week "clock" would begin running at the time of injury, provided the League physician documents it as major. If the Commissioner determines, on the basis of information at his disposal, that an injury in the circumstances of this section can be classified as major without an examination by a League physician, such examination will be waived and the club will be permitted to employ all procedures that it otherwise would have available to it.
3. If a preseason injury under No. 2 above has been documented as major, the club may place the player onto Reserve/Injured any time within the four-week period, or it may allow the entire four-week period to expire before the date of the final preseason roster reduction. In any event, the club must, by the time of or concurrent with the final roster reduction, take one of the following options: 1) continue to count the player on the Active List, 2) place him on Reserve/Injured, or 3) request waivers. If option 2) is chosen, the player even if fully recovered from his injury, will be on the Reserve List under the rules applicable to a major injury and could be re-activated at some subsequent time in that same season through procedural-recall waivers.
4. Throughout the entire four-week period specified in Nos. 2 and 3 above, the involved player must not engage in regular practice. He will be limited to rehabilitation workouts apart from Active List players. The club would be required to notify the League office by TWX as soon as the player resumes regular practice, in which case the four-week "clock" would stop, and the club would have no right to place the player onto Reserve/Injured with a major injury. Of course, if a subsequent injury occurred, the procedures could be repeated.
5. Despite the prohibition of practice during the four-week period under No. 4 above, if, in the preseason or regular season, a player goes onto Reserve/Injured under normal circumstances and his injury is documented as four weeks or more from the date of going onto Reserve, then such player may resume practice sessions with Active List players as soon as physically able to do so; provided, however, that the Commissioner may, if he deems the content and date of the resumed practice to be inconsistent with the purported nature and severity of the player's injury, take such factors into account in his investigation of the case.
6. None of the above procedures affects the current rules covering free reactivations of Reserve/Injured players. Such players must go onto Reserve after the final roster reduction.

7. Clubs will have a minimum of one player in the major injury category examined by a League physician each season. To expedite this process, clubs will be required to give a brief clinical description and date of a player's injury on the original TWX notification to the League office that such player is being placed onto Reserve/Injured.
8. If a club places a player onto Reserve/Injured with a major injury and later terminates such player through no-recall waivers, the club may subsequently re-sign the player only by immediately placing him on procedural-recall waivers at the time of re-signing.

#### Players Waived Injured

1. Players waived injured will continue to be no-recall and count against the applicable player limit if they clear waivers.
2. If a player is placed on injured waivers and the club remains below the applicable player limit at all times until such player clears waivers, the club may at that time return the player to its roster and use him in a game as soon as he is physically able.
3. If a player is placed on injured waivers and the club reaches the applicable player limit before such player clears waivers, the club cannot return the player to its roster but must immediately place him on Reserve/Injured.

#### Future Contracts

All players placed on waivers will be waived for all years of their contracts. Therefore, there will be no future list in effect.

17.1 (A) Subject to the provision of §17.3 of this article, beginning on the sixth Tuesday prior to the first regular season game of each year and continuing until the completion of the football season, no club shall have under contract more than sixty (60) active players and no player may play with any team unless an executed contract with that team is on file in the office of the Commissioner, pursuant to the provisions of §15.6 hereof. This number shall include all veteran players upon whom options have been exercised for the applicable year, except a veteran player discharged from the military service subsequent to June 1st in the applicable year.

17.1 (B) On or before 2 P.M. New York time, on the Tuesday prior to the first regular season game, the number of active players shall be reduced to thirty-six (36) or less.

Despite the foregoing, the following additional restrictions shall apply:

1. Whenever a player or players is or are waived and such

action reduced the waiving club's roster to less than 44, the players waived in such manner must be designated as non-recallable until after 4:00 p.m., New York time, on the Thursday prior to the opening of the regular season.

2. Notwithstanding other provisions of this Constitution and ByLaws allowing recall of waiver requests under certain circumstances, the following rules are in effect with respect to waivers involving players who do not meet the physical standards of the club: Any waiver request on an injured player and any waiver request on a player who fails the club physical may not be recalled and no claim on any such player may be withdrawn.

3. No claim on a player may be withdrawn by the claiming club whenever it involves a waiver that occurs after the reduction in the player limit to 49 active players.

4. Any player who was an All-Star participant in the Chicago Tribune All-Star Game of that year, may be carried as an active player by the club without being counted until the player limit of 44 becomes applicable, despite the fact that such player competes in a pre-season game for the club.

#### Active List

17.2 The Active List, for the purposes of this article, shall consist of all players eligible to play in any pre-season, regular season, play-off, championship or post-season game then under contract to the club within the

directly onto its Inactive List under future contract without that player having first been waived from a current contract since the close of the previous regular season. Each member club must once weekly declare its Inactive List of players who will not dress for its upcoming game. For all Saturday and Sunday games, such time will be by 2:00 p.m., New York time, on the day prior to the game. Then, by 4:00 p.m. New York time, on the day prior to the game, the Commissioner's office will advise each member club of its notification time will be by 2:00 p.m., New York time, on the day of the game, and subsequent notification to the involved clubs by the Commissioner's Office will be 4:00 p.m., New York time, on the same day. For games played on Thursdays, notification to the Commissioner's Office will be by 4:00 p.m., New York time, on Wednesday, and subsequent notification to the involved clubs will be as soon as possible after 4:00 p.m. on Wednesday. One additional referee, provided, however, that the player designated as a game participant can only come from among those who had been designated as Inactive at the time of the requirements listed in this Section 17.4.

Any club which makes a roster change on game-day, subject to the provisions outlined above, also has the responsibility of confirming such change by TWX, to the League Office the following day.

Notwithstanding the schedule outlined above for weekly declaration of the Inactive List during the regular season, the original establishment each season of the Inactive List shall be after 4:00 p.m., New York time, on the Thursday prior to the first regular season game.

#### Pre-Season Inactive List

17.4 (B) During the period from the first day of a club's training camp in any year and continuing through 4:00 p.m., New York time, on the Thursday prior to the first regular season game, a club may carry a maximum of three (3) players on its Inactive List, which players must only be placed on such list for reason of injury and which players shall not count within the applicable Active List limit. Players placed on a club's Pre-Season Inactive List shall not be reactivated for a period of two (2) pre-season games or sixteen (16) days, whichever occurs first. There shall be no limit on the time a player may remain on the Pre-Season Inactive List. All other provisions of Section 17.4 (A) regarding day-of-game activations and contract status whenever a player moves onto the Active List shall apply to the Pre-Season Inactive List. Clubs which place players on the Pre-Season Inactive List shall within 48 hours after such action, file with the League Office a TWX report stating the details of each injury which necessitated such de-activation.

#### Future List

17.5 (A) The Future List, for the purpose of this article, shall consist of all players under contract to a club for a succeeding year or years but not for the current year, with the exception of those on the Reserve List. The Future List is a category within the Inactive List during the regular season, and all players on the Future List at that time must be counted within

the applicable player limit. No player may be placed on the Future List of a club without first having been waived from a current contract. Any player listed on the Future List of a club may play for a minor league club.

(B) No player may practice with a club unless such player is signed to a contract with that club for the current or succeeding season or seasons. All contracts including contracts of players on the Future List must be filed with the Commissioner in accordance with the provisions of Section 15.3 hereof.

Reacquisition of Players

17.5(C) A player who has been traded or assigned via waivers cannot return to the club that took such action until two seasons, including the season of the year in which he left the club, have elapsed, unless one of the following exceptions applies:

REACQUIRING TRADED PLAYER

1. Traded player must have been on the Active List of the assignee club, any club beyond the assignee club, or combination thereof, for a minimum of four (4) regular season games, after which the original assignor club may reacquire the player by waiver assignment or free agent signing. The four-game requirement specified herein may span two regular seasons if applicable.

or

2. Traded player must have been on the Active List of the assignee club, any club beyond the assignee club, or combination thereof for less than four (4) regular season games and must have been placed on waivers and terminated by the assignee club or any subsequent club, in which case the original assignor club may reacquire the player only by free agent signing. The original assignor club under these circumstances must not reacquire such player by trade or assignment via waivers.

or

3. Traded player, before participating in any practice or game for the assignee club, must have reverted to the assignor club through conditions of a trade requiring his reporting to or passing the physical examination of the assignee club.

REACQUIRING PLAYER ASSIGNED VIA WAIVERS

1. Player assigned via waivers must have been on the Active List of the assignee club, any club beyond the assignee club, or combination thereof, for a minimum of four (4) games while a player limit is in effect (preseason or regular season games, or a combination thereof), after which the original assignor club may reacquire the player by trade, waiver assignment, or free agent signing. The four-game

requirement specified herein may span two seasons if applicable.

or

2. Player assigned via waivers must have been on the Active List of the assignee club, any club beyond the assignee club, or combination thereof, for less than four (4) games while a player limit is in effect (preseason or regular season games, or a combination thereof) and must have been placed on waivers and terminated by such assignee club or any subsequent club, in which case the original assignor club may reacquire the player only by free agent signing. The original assignor club under these circumstances must not reacquire such player by trade or assignment via waivers.

#### REACQUIRING TERMINATED PLAYER

1. There are no restrictions on re-signing, in the same or a subsequent season, players who have been terminated via the waiver system, subject to restrictions that may appear in other parts of this Constitution and Bylaws.

#### EVASION OF REACQUISITION RULES

Any evasion of the rules covering reacquisition of players, including but not limited to procedures by a club to place a player on another club's roster in order to evade the former club's player limit, will result in appropriate discipline by the Commissioner against all involved clubs that are proven to have taken part in such maneuvers with prior knowledge of the evasion.

17.5 (D) No player who opts for free agency under the waiver system section of the Collective Bargaining Agreement can re-sign with the same club in the same season or in the following season.

#### Reserve List

17.6 The Reserve List of each club may consist of players in the following categories:

- (A) Retired
- (B) Did not report
- (C) Left squad (quit team)
- (D) Injured
- (E) Physically unable to perform (At the time of the training camp physical)
- (F) N-F/I (Non-football injury or illness)
- (G) In military
- (H) Selection in Selection Meeting by the club, but never under

contract

(I) Suspended or declared ineligible, or expelled from the League for violation of the contract between the player and the club, or for other reasons permitted by this Constitution and ByLaws.

Players placed on Reserve in the manner prescribed in (A), (B), (G) and (I) may apply to the Commissioner for reinstatement. Players placed on Reserve under (C) shall be governed by the provisions of Article 17.16 (C). Players placed on Reserve under (D), or (F), can only be activated in the same season by being placed on no-recall waivers. Players placed on Reserve under (E) are subject to the provisions of Article 12.3 (F). Players on Reserve under (H) may be activated upon signing.

A player on a club's Reserve List shall not be eligible to contract with any other club unless and until the player is released or his contract assigned as provided in this Constitution and ByLaws.

Reserve List Limitations

17.7 (A) Any player on the Active List of the club who reports to the club and is thereafter placed on the Reserve List by reasons other than military service, may not play with his club for the balance of that pre-season or regular season unless waivers have been asked on such player, which waivers may not be recalled; provided, however, that if such player becomes an Active Player with another club and such other club thereafter asks waivers on him, and he is either claimed, released on waivers or plays with another club in its league in that season, then the original club is entitled to restore such player to its Active List if it acquires him in a manner permitted by this Constitution and ByLaws or in those of the League. If another club acquires such player from the Reserve List of another club by means of a trade following the establishment of 60 active players, such player cannot play for the acquiring club for the balance of that season unless the acquiring club waives such player without recall.

(B) Additional Reserve List limitations: Whenever a player on the Active List or the Inactive List is placed on the Reserve List as an injured player, the following provisions shall apply:

(1) The player may attend the team meetings.

(2) Subject to sub-paragraph (4) below, such player may not participate in practice with any other active player or players on the club.

(3) He may undertake such physical reconditioning or rehabilitation work as prescribed by the club doctor or trainer with the understanding that such right to engage in such reconditioning and rehabilitation activities does not permit the player to practice or participate with any other Active Player or Players.

(4) Despite the foregoing, such player may practice without restriction during the last two weeks of the regular season.

(C) Whenever a player is placed on the Reserve List of a club for any reason the club must promptly submit a written report to the Commissioner stating the reason for such action. Upon receipt of such information, the Commissioner shall investigate the circumstances thereof in such manner as he deems appropriate; the Commissioner shall have the right to request further explanation or substantiation of the matter, and the club shall supply the same. In the event the Commissioner determines that placing such player on the Reserve List violated the provisions of Section 17.8 of the Constitution and ByLaws of the League, the Commissioner shall have the power to remove such player from the Reserve List and to take such other action against the club that he believes appropriate; additionally, when such determination is made by the Commissioner all expenses incurred by the Commissioner in any investigation thereof shall be charged against the involved club and such club shall be obligated to pay such expenses upon demand by the Commissioner.

#### Evasion

17.8 Evasion. No club shall place any player on its Reserve List in order to evade the player limit.

#### College All-Star Players

17.9 Any player injured while a member of a pre-season All Star squad in connection with a game approved by the League may thereafter be carried without being counted as an Active Player for the determination of the applicable player limit, and without requiring the club to place such player on its Reserve List; such privilege shall continue until such player is able to play football. If such player, after being listed and counted as one of the Active Players within the applicable player limit, has a reoccurrence of the same injury, then such player may again be carried as a player of the club without being counted as an Active Player or being placed on the Reserve List until he again recovers from such re-injury. A medical report of the All-Star participant's injury must be filed with the League Office as soon as possible after the All-Star Game.

#### Retired Players

17.10 A Retired Player is defined as a player who discontinues professional football play in the League while under contract or option to a club. A Retired Player shall not be eligible to play football in the League until he shall have been reinstated by the Commissioner as provided in §17.14 only for the club entitled to his services at the time of his retirement, or its assignee.

#### Military Service List

17.11 Any player on the Active List for the first regular season game who is thereafter inducted into the armed forces of the United States shall automatically be placed on the Reserve List of his club and shall not count in the Active Player limit of said club nor be permitted to play or practice with the club until his reinstatement to the Active List, subject to the provisions

of \$17.14 hereof and \$9.3 (D) (4).

The following additional rules shall apply in respect to the military service of a player:

(A) No player who reports to his club after the commencement of training camp due to any reserve military obligations affecting such player, need be counted on the Active Player roster of the club until he received one (1) day's practice for every day missed due to his military obligation, but not to exceed four (4) weeks; provided, however,

(1) If such player plays in one or more pre-season games, he must be counted on the Active List.

(B) No player reporting to his club after October 15th in any year need be counted on Active or Inactive List unless the club wishes to activate such player for a regular season game.

(C) Whenever a player reports to his team and thereafter is placed on military reserve to permit such player to fulfill the required two weeks of active military duty, such player shall be allowed one week following his return to the club before such player must be counted as an active player; however, if the club elects to play such player in any pre-season or regular season game, such player must be included on the Active List of such club.

(D) None of the privileges accorded under the provisions of this Section 17.11 shall apply to players having military service obligations of less than a period embracing fourteen (14) days.

(E) All clubs are obligated to notify the League Office within forty-eight (48) hours of the time when any of its players are released from active military service and shall specify the date such player reported to the club. Failure of a club to comply with this provision will require the League Office to treat the date such player was released from the service as the date when such player reported to the club.

(F) Any player released from military service after October 15 and under contract to the club for such season may be placed on the Inactive List of that club and may be named to the Active List of the club and participate in any Divisional Playoff Game, Conference Championship Game or World Championship Game in accordance with the provisions of Sections 20.5 and 20.6.

#### Suspended Players

17.12 A club or the Commissioner may suspend a player for violation of this Constitution and ByLaws or those of the League or for violation of his Standard Players Contract or the rules and regulations of the League or the club. During the period of suspension, a player shall not be entitled to a salary, and shall be ineligible to play with any club. Any player suspended by a club shall have the right to appeal to the Commissioner, who shall have authority to order his reinstatement upon such terms as he deems proper. A suspended player shall be counted on the Active List of the club unless such club either places the player on its Inactive List or Reserve List or places such player on waivers.

### Ineligible Players

17.13 Ineligible Players. The Commissioner may, on application of a club, or on his own motion, declare ineligible a player who violates his contract, is guilty of conduct detrimental to the best interests of professional football, or who violates this Constitution and ByLaws or the rules and regulations of his club. Any ineligible player shall not be reinstated by the Commissioner.

17.14 All players in the categories of Reserve/Retired, Reserve/Did Not Report, and Reserve/Veteran Free Agent Asked to Re-Sign will continue to be prohibited from being reinstated in the last 30 days of the regular season. Additionally, no player in such category will be reinstated between the trading deadline of the applicable season and the normal 30-day deadline unless the club initiates the reinstatement request and the Commissioner approves it.

### Listing of Players

17.15 All players must be listed by the club on one of the following lists:

1. Active List
2. Reserve List
3. Exemption List

#### Exemption List

17.15 (A) The Exemption List is a special player status available to clubs only in unusual circumstances. The List includes those players who have been declared by the Commissioner to be temporarily exempt from counting within the Active List limit. Any request for an Exemption must be sent to the Commissioner by TWX and must include complete facts and reasons to support such request. Only the Commissioner has the authority to place a player on the Exemption List; clubs have no such authority, and no exemption, regardless of circumstances, is automatic. The Commissioner also has the authority to determine in advance whether a player's time on the Exemption List will be finite or will continue until the Commissioner deems the exemption should be lifted and the player returned to the Active List. The following additional provisions govern the Exemption List:

- (1) In no event will the Commissioner grant an exemption of more than two games in cases where a player fails to report to his club at the prescribed time. Whenever an exemption is granted in a case of late reporting, it will be rescinded and the player added to the Active List as of 4:00 p.m., New York time, on the last League business day before he appears in playing uniform at a game of his club.
- (2) If a player, after reporting, leaves his club without permission, and the club is granted an exemption, such exemption will expire immediately upon the player's return to the club, unless the Commissioner deems it reasonable that the player is

not in sufficient physical condition to return to regular participation.

(3) It is permissible for a club to trade or request waivers on a player who is on the Exemption List. If such player is assigned to another club and the involved exemption is for a finite period of time, the assignee club will have available to it only the portion of the exemption which has not expired. If such player is assigned to another club and the involved exemption is not for a finite period of time, the player will immediately count on the assignee club's Active List unless the Commissioner deems it reasonable that the player is not in sufficient physical condition to begin or return to regular participation.

Player Leaving Camp

17.16 If a player leaves the camp of his club during either the training season or the regular season without permission, the following provisions shall apply in respect to such player:

(A) If such player returns to his club within five (5) days from date of his departure then the club shall be limited to the exercise of one of the following alternatives.

(1) The club may restore such player to its Active List, provided it either has maintained or immediately provides a place on its Active List within the applicable player limit; or

(2) The club may waive or trade such player.

(B) If such player does not return to his club until five (5) or more days shall have elapsed from the date of his departure, and the club did not retain a place on its active roster for such player, then the club shall have the right to exercise any one of the following options:

(1) The club may place such player on its Reserve List as a Retired Player;

(2) The club may reduce its active roster to provide a place thereon for such player; or

(3) The club may waive such player or another player from its Active List; or

(4) The club may trade such player only if such player is first restored to its Active List.

(C) Any player placed on the Reserve List as a Retired Player under the circumstances described in Section 17.6 (B) (1) above, shall remain on the Reserve List of the club for the balance of that season; in such event the obligation of the player to perform services as a

professional football player for the club in that season shall be tolled; the term of such player's contract to his club for the balance of that season shall be extended and shall not commence until the player returns to professional football for such club; additionally, any renewal option for such player's services shall be tolled and shall remain in effect until the end of such extended term of the contract. During any such retirement period, such player shall not be allowed to play football for any other club engaged in professional football; neither shall such player be entitled to any compensation, expenses or other payments from his club under his contract.

(D) Any player placed on the Reserve List as a Retired Player under the provisions described in Section 17.16 (B) (1) hereof shall not be entitled to reinstatement as an Active Player for the balance of the season in which such retirement occurs.

(E) He cannot practice for the season.

(F) Any violation or attempt to evade player limit is conduct detrimental to football.

#### Signing for Succeeding Season

17.17 Clubs may begin signing free-agent players for the succeeding season on the first calendar day after the date that the final game of the sixth regular-season weekend begins. Contracts for such players will begin on February 1 of the subsequent year. During the remaining weeks of the regular season following the signing date of such players, NFL clubs may sign such players.

### ARTICLE XVIII

#### WAIVERS

##### When Required

18.1 (A) Clubs desiring to release players must first give written notice to the Commissioner of such intention. At 4:00 p.m., New York Time, during each day, exclusive of Sundays, the Commissioner shall notify each club of such waiver request and any club desiring the services of said player may claim him. Regardless of the time when the League receives a request for waiver, the Commissioner shall not give the notice thereof to the clubs until 4:00 p.m., New York Time, on the same or succeeding day.

##### Claiming Period

18.1 (B) Clubs may claim a player placed on waivers by notifying the Commissioner within the claiming period. The claiming period shall commence at 4:01 p.m., New York Time, and expire at 4:00 p.m., and be of the following durations:

(1) Ten days during the period from the day following the playing of the World Championship Game through July 4th, 4:00 p.m., New York time;

(2) Twenty-four (24) hours during the period from the first working day following July 4th through 4:00 p.m., New York time, on the Friday prior to the final regular season game.

The only waiver requests permissible after the Friday preceding the final regular-season weekend are those resulting from claims on players who were placed on waivers on that same Friday, with a claiming deadline of Saturday, or resulting from playoff clubs using free reactivations under the Reserve/Injured rules during the post-season period and simultaneously requesting waivers in order to make room on their Active Lists. In the event of such special waiver requests, the same rules and 10-day claiming deadlines will apply that apply during the off-season, with the exceptions that all waivers will be no-recall and no-withdrawal and the assignment or termination of the player will be deferred until the first business day after the Super Bowl. If the waiver request is within 10 days of the first business day after the Super Bowl, such claiming period will expire on the first business day after the Super Bowl. After the AFC-NFC Pro Bowl game, the normal off-season waiver system for all clubs will resume.

Subject to rules prohibiting assignment via waivers, trades, free-agent signings, and other such personnel transactions by clubs involved in games at any time on a Sunday or on non-Sunday afternoons, clubs are permitted to transact player-personnel business on Thanksgiving Day and to notify the League office by TWX of such action on that day. The League office will promulgate such action to all clubs as early as possible on the following morning (Friday), and the deadline for claims on players placed on waivers on Thursday will end on Friday at 4:00PM, New York time.

All waiver notices released by the Commissioner during the training or regular season shall be sent by telegraph or teletype.

The Commissioner shall notify each club in both conferences simultaneously of any waiver request in the manner prescribed above. Any club within the League may, upon request, secure from the Commissioner all available salary information on any player for whom waivers have been requested, which information shall be supplied prior to the time for the filing of any claim on such player.

#### Awarding of Players

18.1 (C) Whenever a club claims and is thereafter awarded a player, the following rules shall govern:

(1) Prior to Monday, 4:00 P.M., New York time, on the Monday prior to the first regular season game, the club to which the player is awarded must activate the player for at least one pre-season game or for seven days, whichever occurs first. If a player limit is

applicable at the time of the award, and the club has a full complement of Active Players within such limit, then following the award of such player the club must either,

(a) Waive another player from its Active List with no right of recall, or

(b) Place another player from its Active List on its Reserve List, subject to all of the restrictions applicable to the Reserve List, or

(c) Trade another player on its Active List.

(2) If a club is awarded a player, is assigned a player in trade or signs a free agent player to a current year contract, at any time after Monday, 4:00 P.M., New York time, prior to the first regular season game and for the balance of the regular season, if the club at the time of such acquisition has a full complement of players under the applicable player limit, the club must either:

(a) Waive another player from its Active List with no right of recall (or designate recallable player currently on waivers as non-recallable), or

(b) Place another player from its Active List on its Reserve List subject to all restrictions applicable to the Reserve List, or

(c) Trade another player from its Active List, or

(d) If the acquisition occurs after 4:00 P.M., New York time, on the Thursday preceding the first regular season game, place another player from its Active List on its Inactive List.

The exercise by the club of any of the foregoing alternatives must be taken by 4:00 p.m., New York time, on the day of the acquisition with the exception that if the acquisition is an award via waivers the club is allowed up to one hour after notification of the award to take appropriate action.

(3) "Full complement" referred to in sub-sections (1) and (2) above shall be considered to include all players on which a club has right of recall who are on waivers at the time of acquisition.

(4) "Time" referred to in sub-sections (2) and (3) above shall always be 4:00 p.m., New York time, unless superseded by other provisions of this Constitution and ByLaws.

18.1 (D) Whenever a claiming club is to be awarded a player on the day of a preseason or regular season game for which it is scheduled, the award shall not be made until 4:00 p.m., New York time, on the next day of business following the game.

Recall of Waiver

18.2 (A) Subject to other provisions of this Constitution and ByLaws restricting the right of recall under various circumstances including the provisions of the succeeding sub-paragraphs in this Section 18.2, a club which has requested waivers may recall the request by notifying the Commissioner of such recall by telegraph or TWX within twenty-four (24) hours after the expiration of the claiming period.

(B) When a member club asks waivers on an active player or players and said waivers are asked prior to a regular season game and do not expire until after or the day of said regular season game and the member club which asks the waivers has the limit of Active Players under contract for said regular season game, waivers may not be recalled.

(C) After the first reduction in the player limit during the pre-season (but excluding any reduction in the player limit from 44 to 40 players) and thereafter during the regular season, whenever a club has a full complement of players on its combined Active and Inactive Lists after waiving a player from either list, the club requesting such waiver may not recall the waiver except by taking one of the following actions (provided that in all cases the Active List limit is not exceeded):

(1) Trade the player simultaneous with the recall, or

(2) Trade another player from either the Active or Inactive List, or

(3) Place another player from either the Active or Inactive List on the Reserve List, or

(4) Waive another player from either the Active or Inactive List, such waivers not to be recalled.

When players are recalled to the Active List, it is permissible to de-activate the same player simultaneously or de-activate another player from the Active List, provided the combined player limit of the Active and Inactive Lists is not exceeded. If such action is taken in the pre-season, all rules applicable to the Pre-Season Inactive List are in effect.

(D) A club shall be allowed one recall per player during the period from the World Championship Game through 4:00 p.m., New York time, on July 4, and one recall per player during the period from the first working day following July 4 through the end of the regular season; provided, however, that if such player becomes a free agent or is active with another club and subsequently re-signs or contract is reacquired by the original club, then the original club shall reacquire the right to recall on said player.

(E) Whenever the Commissioner notifies a club that a player placed on waiver has been claimed, the Commissioner shall do so by telegram or teletype.

(F) If such occurs during the non-playing season, whenever a club

places a player on waiver, the waiving club within twenty-four (24) hours after the time for claiming has expired, upon notice to the Commissioner, may recall the waiver request and place the player on its Active List or on its Reserve List.

#### Free Agents

18.3 Whenever a player has been placed on waiver and not designated injured and is not claimed by another club, such player shall then become a free agent upon expiration of the waiver recall period, if any, on such player. Players Waived While Injured

18.4 Whenever a player has been placed on waivers and the waiving club designates such player to be injured and there is no award of the player made to another club, such injured player remains under contract to the waiving club until the expiration of such contract or until its termination by the club in accordance with the provisions thereof.

#### Multiple Claims

18.5 If three or more regular season games have been played by all clubs in the League, and two or more clubs in the same conference claim a player's contract after a waiver, the contract shall be awarded to the club whose standing in the League race at that time is the lowest. If three regular season games have not been played and two or more clubs in the same conference claim a player's contract after a waiver, the contract shall be awarded to the club which finished lowest in the conference standings in the preceding season. In case of a tie in the standing, if three or more regular season games have not been played by all clubs, the contract will be awarded to the club which had priority in the most recent Selection Meeting as provided for in Section 14.3(B); if three or more regular season games have been played, the Commissioner will award the contract by lot. In all cases involving multiple claims between or among teams of different conferences, the team or teams in the same conference as that of the waiving team shall have priority.

#### Waiver Price

18.6 The price of a player claimed on waiver shall be \$100.00. The claiming club shall, within 24 hours of notification by the Commissioner that the player's contract has been awarded to it, forward to the waiving club its check for the waiver price, and an assignment of the player's contract shall be executed promptly by the two clubs.

#### Waiver Requests

18.7 If the request for waivers occurs either during the training season or the regular season, the waiver request must be by telegraph or teletype. During the non-playing season, a waiver request may be by mail and the time stamped upon receipt of any such mailing by the Commissioner shall determine the date of the request. Despite the fact that a telegram be delayed, misdirected or lost by the telegraph company, the time of delivery to the Commissioner thereof shall fix the date of request. Clubs shall have the

right to telephone the Commissioner's office and give oral notice that a written or telegraphic request for waiver had been given; in such event the time of the telephone call shall fix the date for the giving of notice of a waiver.

#### Salary of Claimed Player

18.8 Despite anything in this Constitution and Bylaws to the contrary, whenever a player's contract or contracts are assigned through the waiver system, the assignee club's financial responsibility under such contract or contracts and any attachment thereto shall be limited to: (1) any unearned salary, as set forth in Paragraph 3 of the Standard Player Contract or Paragraph 5 of the NFL Player Contract as the case may be, and (2) any unearned football-related performance bonuses. The original signing club shall retain responsibility for all other financial obligations to the player of any character arising as a result of the signing of such contract or contracts, including but not limited to any signing bonus.

#### Notification

18.9 If a player has an active contract and reports and then leaves the Club, such fact must be reported to the League Office within 48 hours after such player has left the club. If not reported, the Commissioner, after verifying such fact, shall request waivers on said player; such request for waivers may not be recalled. This provision shall not be applicable to any player inducted into the military service.

#### Notice of Expiration of Option

18.10 Where any player contract awarded on waivers to another club contains a provision purporting to impose, or having the effect of imposing, financial obligations on the claiming club that were not imposed on the waiving club, the waiving club shall bear the ultimate financial responsibility for meeting such obligations.

18.11 Clubs are prohibited from re-negotiating, revising, altering or superseding any contract in a manner that would constitute a deterrent to claims of that contract by another club; e.g., "guaranteed" and "no trade" provisions. If such a contract is executed, the club may not subsequently waive the player in that season.

18.12 If a player claimed from procedural recall waivers fails the physical examination of the assignee club, he will be offered, in priority order, to any other clubs that claimed him. This procedure will continue until he is either accepted or he fails the physicals of all such clubs. If the latter, he will immediately be placed on the Active List of the original waiving club.

### ARTICLE XIX

#### CONDUCT OF REGULAR SEASON GAMES

Game Receipts and Guarantee

19.1 (A) The home club shall guarantee the visiting club a minimum of \$30,000 for each regular season game with an option to the visiting club to receive 40% of the gross receipts after the following deductions.

(1) All Federal, State and Municipal taxes assessed on the sale of tickets plus any other special charges approved in writing on an individual club basis by the Executive Committee.

(2) A stadium rental allowance equal to fifteen (15%) percent of the gross receipts after deducting the taxes and any other approved special charges set out in (1) above.

(3) "Gross Receipts", as used in this section, shall mean all receipts derived from the sale of tickets, including taxes and special charges but excluding ticket handling charges. Receipts of the home club from the sale of season tickets shall be included in the gross receipts from each game equally in proportion to the number of regular season games scheduled by the club after the adjustment of any pre-season game moneys included in the cost of the season ticket.

(4) Each club shall provide the League Office by July 15 of each year with ticket manifests for all games to be played in the club's home stadium. Ticket manifests shall list the number and price of all tickets printed to include standing room tickets, and shall include a breakout of the amount of each tax and any special charge included in the price of each category of ticket. In the event ticket manifests are subsequently changed (e.g., bleachers are added subsequent to baseball season at a date different from originally planned and submitted) it shall be the responsibility of each club to up-date the ticket manifests on file in the League Office.

(5) All Clubs on or before May 1 shall forward to the League Office a certified report by an independent CPA of attendance and income for all home games (pre-season, regular season and post-season) of the previous season to include a certified count of unsold tickets of all categories.

19.1 (B) Final settlement of visiting club shares shall be made on day of game or no later than two business days subsequent to each regular season game and each preseason game in which a third party does not participate. The home club shall make settlement by wiring Federal funds to the visiting club's bank.

(C) There shall be no charge imposed or percentage claimed against gate receipts of regular season games for or by the League Office.

Conduct of Game

19.2 Each club shall play all of its regular season games at the time and places provided for in the official schedule of the League. There shall be no postponement of regular season games unless said game cannot be played because of an Act of God or because of a State, Federal or local prohibition. Neither the starting time of a regular season game nor the locale of the game

shall be changed in any manner after the adoption of the schedule and the publication thereof, except with the written consent of both clubs and the prior approval of the Commissioner.

#### Bench Personnel

19.3 No person shall be permitted in the area of players' benches except eligible players and persons who are performing a function connected with the game. A maximum of fifteen (15) credentials per game will be issued to each participating club for persons described herein, said credentials to be clearly marked "Bench..".

#### Field Credentials

19.4 Persons permitted on the field level during a game, other than those described in §19.3, shall be limited to photographers, stadium employees, utility maintenance personnel and police. Such persons must remain behind the playing field's standard six-foot border and are not permitted within bench areas. Clubs which seat pre-game and halftime personnel on the field level must keep them well behind six-foot border. All such persons not in uniform covered in this sub-section must be issued and display appropriate credentials issued by the home club only.

#### Medical Facilities

19.5 The home team shall provide a physician and an ambulance at each game available to both teams; said ambulance facilities shall be located at or adjacent to the stadium with the driver in attendance in the ambulance for the use of both competing teams.

#### Player Attire

19.6 All players of a team shall be uniformly and neatly attired for all games; all players on the same team must wear the same color jersey, head guards and stockings, except that a club, at its option, may permit all eligible pass receivers to wear a different color head gear than the rest of the team. If a different color is worn by any eligible pass receiver of a club, all of the eligible receivers must wear the same color. Players must wear stockings in all games. The Commissioner must approve in advance any changes in the colors of the club. Every player appearing on the field during the game or in any pre-game workout preceding the game must wear his complete game outfit exclusive of pads and helmet.

#### Player Identification

19.7 Players must wear on the back and front of their jerseys, identification numbers that shall be at least eight (8) inches long and four (4) inches wide. Names of players shall be placed on uniforms directly above the numbers on the back in a size lettering no less than two and one-half (2 1/2) inches. The name and number of each player of the visiting team must be furnished to the home team by the visiting club at least six (6) days prior to the scheduled game with the visiting team. Any change in the numbering of a player shall be forthwith communicated to the opposing club.

#### Choice of Game Uniforms

19.8 (A) Subject to the provisions of sub-section (b) hereof and at the option of the home club, the visiting team in all pre-season and regular season games shall wear the colors awarded to such team under Section 19.9 of this article, and the home team shall wear white. In the event that the colors of the visiting team conflict with the white worn by the home team, the visiting team shall wear other colors approved by the Commissioner. The Provisions of this Section shall also apply to the Divisional Playoff Games, Conference Championship Games, and to the World Championship Game.

(B) Provided written approval is obtained from the applicable television network of the home club prior to September 1st in any year, then neither club in any pre-season or regular season game shall be required to wear white jerseys, but shall be permitted to wear the colors awarded to their respective clubs. The same provisions shall likewise apply to the Divisional Playoff Games, Conference Championship Games, and to the World Championship Game, provided such permission is received from the applicable television network before 5:00 P.M., New York time on the Tuesday preceding the playing of such game.

#### Club Colors

19.9 (A) The colors of the respective clubs are as follows:

Atlanta Falcons	Red, black, silver and white
Buffalo Bills	Royal blue, scarlet and white
Chicago Bears	Navy blue, orange and white
Cincinnati Bengals	Black, orange and white
Cleveland Browns	Seal brown, orange and white
Dallas Cowboys	Royal blue, metallic silver blue and white
Denver Broncos	Orange, royal blue and white
Detroit Lions	Honolulu blue and silver
Green Bay Packers	Dark green, gold and white
Houston Oilers	Columbia blue, scarlet and white
Indianapolis Colts	Royal blue, white and silver
Kansas City Chiefs	Red, gold and white
Los Angeles Raiders	Silver and black
Los Angeles Rams	Royal blue, gold and white
Miami Dolphins	Aqua, coral and white
Minnesota Vikings	Purple, gold and white
New England Patriots	Red, white and blue
New Orleans Saints	Old gold, black and white
New York Giants	Red, white and blue
New York Jets	Kelly green and white
Philadelphia Eagles	Kelly green, silver and white
Pittsburgh Steelers	Gold and black
St. Louis Cardinals	Cardinal red, black and white
San Diego Chargers	Royal blue, gold and white
San Francisco 49ers	Cardinal red, and Forty-Niner gold
Seattle Seahawks	Blue, green and silver
Tampa Bay Buccaneers	Florida orange, white and red
Washington Redskins	Burgundy and gold

The Commissioner must approve, in advance, any changes in the foregoing colors of the clubs.

#### Conflicting Club Colors

(B) The home club shall have the option of deciding whether the visiting club shall wear white jerseys or shall wear the colors awarded to the visiting team in any League game, regular or pre-season. The home club is obligated to give written notice to the visiting club and to the Commissioner, of its decision on the colors of the jerseys to be worn by the visiting club, which notification must be given by July 1st of the year in which the game is scheduled to be played. If either participating club fails to conform to the jersey colors designated for such game, then there shall be an automatic fine against the offending club of \$5,000, which sum shall be payable to the League Office. Despite the foregoing, in the event that the colors of the participating teams as so designated are in conflict for a League game, regular or pre-season, the Commissioner shall have the right to designate the colors to be used by the competing teams in such game.

(C) Anything in sub-paragraph (B) of this Section 19.9 to the contrary notwithstanding, if any game, including the World Championship Game, is played in a city other than in city of the competing clubs, then the colors awarded to such teams by the League may be worn by the competing teams unless such colors are, in the opinion of the Commissioner, conflicting; in such event, if competing teams are unable to agree upon the colors to be worn by each team in such game, the Commissioner shall have the right to designate the colors to be used by the competing teams in such game.

(D) No club shall have the right to make changes in its club colors and/or in the designs of its team helmets or uniforms except in accordance with the following provisions:

(i) If a club desires to make changes in any of the following: club colors, designs of team helmets, designs of team uniforms, trademarks, trade names, it must give written notice and details thereof to the League on or before September 1 of the year prior to the year in which it wishes to change and further must obtain approval from the League, pursuant to the Section 19.9 (D) (ii) herein, by October 1 of the year prior to the year in which it wishes to change; otherwise it shall have no right to make any change for the succeeding season.

(ii) Despite the provisions of the foregoing sub-paragraph (i) of this Section 19.9 (D), and despite the fact that notice was given of the proposed change in the colors and/or designs of team helmet and uniforms as above set out, should such change, in the opinion of the Commissioner, result in any conflict with the club colors and/or helmet and uniform designs of any other club, and the clubs involved are unable to agree upon a method of solving such conflict, the Commissioner shall have the right to designate the club colors and/or the designs of the team helmet or uniforms to be used by the affected clubs in such season.

#### Seats for Visiting Club

19.10 The home club must reserve a total of twenty-five (25) seats for the visiting club located within the 40 yard lines.

Game Postponed or Rescheduled

19.11 (A) After the first two weekends of the regular season, all games shall be played on Sunday unless both competing clubs agree to a change in the day of the game or unless such date is affected by World Series play; in such event the day of the game may be changed from Sunday.

(B) If scheduled game cannot be played on the designated day, it will be rescheduled by the Commissioner.

(C) Whenever a postponement is attributable to negligence by a club, the negligent club shall be responsible for all home club costs and expenses, including gate receipts and television contract income subject to approval by the Commissioner.

(D) All teams traveling by air to play a regular season game must be scheduled to arrive in the game city or vicinity before eighteen (18) hours prior to the scheduled kickoff, unless adequate protection is provided for the squad to make the trip by other means of transportation.

Starting Times

19.12 The starting time for all regular season games shall be 1:00 P.M., at the site at which they are played, unless prohibited by local or state statute, or authorized otherwise by the Commissioner.

Introduction of Players

19.13 Eleven players and the head coach of each of the competing clubs must be publicly introduced prior to the start of the game in a manner prescribed by the home team, except where inclement weather prevents or interferes with such introduction, and a representative sampling of the photos of the visiting players and the photo of the visiting head coach must appear in all game programs.

Complimentary Tickets

19.14 The following rules govern complimentary ticket policy for preseason, regular season, wildcard and division playoff games:

(A) DEFINITION. A complimentary ticket is any ticket which is issued free as a courtesy by the home club for a seat or location reflected on the club's ticket manifest and which otherwise would be salable.

(B) AMOUNT. The home club may deduct up to 1,000 tickets of any price category listed on its ticket manifest provided, however, that the club itemizes the number of complimentary tickets issued by category of recipient. Categories of recipients may include, but are not limited to, players, coaches, other club personnel, officials, other League employees, media, media guests, local dignitaries, lease requirements, bus drivers, etc.

If a home club issues more than 1,000 complimentary tickets of the type contemplated above without the prior permission of the visiting club, the home club must pay the full price for all such tickets exceeding 1,000, and such income must be reflected in the game's gross receipts. Separate and apart from the above complimentary tickets and the limits placed thereon, the home club may issue without limitation such additional complimentary tickets as may be required to seat pregame and halftime entertainment personnel. The number and price of complimentary tickets issued to such pregame and halftime entertainment personnel shall be listed separately in the space provided on the League game statement.

#### Tickets for Players

19.15 Each player of the home club is entitled to receive one complimentary ticket for each home game; the home club shall not issue any tickets to the visiting club, directly or indirectly, except when full payment is made for such tickets.

#### Playing Surface

19.16 All clubs must provide and have available a tarpaulin adequate to cover the entire playing area of the field, and must exercise reasonable care and diligence in arranging for the use thereof whenever the weather is apt to render unfit or endanger the playing condition of the home field.

19.17 Teams playing in parks with baseball facilities should sod or seed the infield after the baseball season.

#### Restrictions

19.18 Bull horns, klaxons and other mechanical noisemaking devices are banned from parks in the NFL.

19.19 No person except authorized club and League personnel and accredited members of the media shall be permitted to enter a dressing room of any participating club on the day of a game.

#### Game Films

19.20 The home club shall provide the visiting club facilities and vantage points equal to its own for the filming of the game for coaching purposes.

19.21 A club that films its home games from more than one sideline vantage point shall inform future opponents, with whom films are to be exchanged, of that fact and must provide each opponent true copies of films taken from the vantage point preferred by the opponent.

## ARTICLE XX

### DIVISIONAL PLAYOFF GAMES

Selection of Clubs

20.1 (A) Three division champions from each conference. Tie games are calculated as one-half game won and one-half game lost.

(B) Two "Wild Card" clubs (the two clubs with the best records other than the division champions) from each conference. Both Wild Cards may come from the same division. Clubs eliminated in Divisional Championship tie-breakers are eligible if their records qualify them.

Pairings and Priority

20.2 (A) First Round -- Wild Cards play each other. Home clubs will be the clubs with the best won-lost-tied percentage in the regular season. If ties in record, apply all applicable divisional tie-breakers.

(B) Second Round -- Same as in previous years.

Division Ties

20.3 If, at the end of the regular season, two or more clubs in the same division finish with the best won-lost-tied percentage, the following steps will be taken until a champion is determined:

TWO CLUBS

THREE OR MORE CLUBS

1. Head-to-Head (best won-lost-tied percentage in games between the clubs.)	(Note: If two clubs remain tied after a third club is eliminated during any step, tie-breaker reverts to Step One of two-club format.)
2. Best won-lost-tied percentage in games played within the division.	1. Head-to-Head (best won-lost-tied percentage in games among the clubs.)
3. Best won-lost-tied percentage in games played within the conference.	2. Best won-lost-tied percentage in games played within the division.
4. Best won-lost-tied percentage in common games, if applicable.	3. Best won-lost-tied percentage in games played within the conference.
5. Best net points in division games.	4. Best won-lost-tied percentage in common games.
6. Best net points in all games.	5. Best net points in division games.
7. Strength in schedule.	6. Best net points in all games.
8. Best net touchdowns in all games.	7. Strength of schedule.
	8. Best net touchdowns in all games.

9. Coin toss.

9. Coin toss.

#### Wild Card Ties

20.4 If necessary to break ties to determine the two Wild Card clubs from each conference, the following steps will be taken:

(1) If all the tied clubs are from the same division, apply division tie-breaker.

(2) If the tied clubs are from different divisions, apply the following steps:

<u>TWO CLUBS</u>	<u>THREE OR MORE CLUBS</u>
1. Head-to-Head, if applicable	(Note: If two clubs remain tied after third or other clubs are eliminated, tie-breaker reverts to Step One of applicable two-club format.)
2. Best won-lost-tied percentage in games played within the conference.	1. Head-to-Head Sweep (Applicable only if one club has defeated each of the others or one club has lost to each of the others.)
3. Best won-lost-tied percentage in common games, minimum of four.	
4. Best average net points in conference games.	
5. Best net points in all games.	2. Best won-lost-tied percentage in games played within the conference.
6. Strength of schedule.	3. Best won-lost-tied percentage in common games, minimum of four.
7. Best net touchdowns in all games.	4. Best average net points in conference games.
8. Coin toss.	5. Best net points in all games.
	6. Strength of schedule.
	7. Best net touchdowns in all games.
	8. Coin toss.

#### Sudden Death

20.5 The sudden death system to determine the winner shall prevail when the score is tied at the end of the regulation playing time of a division playoff game.

Under this system the team scoring first during over-time play herein provided for, shall be the winner of the game, and the game is automatically ended on any score (including a safety) or when a score is awarded by the referee for a palpably unfair act. Other provisions in respect to the sudden death system shall be as provided in the Rule Book of the League.

20.6 After 4:00 p.m., New York time, on the Wednesday following the final regular season game and for the duration of the postseason period no club involved in postseason play may add players to its Active List, with the exception of players eligible for free reactivation from Reserve/Injured or Reserve/Non-Football Injury or Illness who meet all qualifying criteria of the Reserve/Injured rule. Such players may be added on any League business day in the postseason after passing the minimum of four games on Reserve (including by week). The only other players who may be added must be free agent signings added to a postseason participant's Active List between its final regular season game and 4:00 p.m. on the following Wednesday. Any player removed from the club's Active List to make room for such free agent acquisition must be placed on Reserve/Injured with appropriate documentation of the injury to the Commissioner.

## ARTICLE XXI

### CONFERENCE CHAMPIONSHIP GAMES

#### Supervision

21.1 The American Football Conference and National Football Conference Championship games shall be under the supervision, control, and direction of the Commissioner, and the Commissioner shall establish the date, starting time and the ticket price of the games.

Nevertheless, all provisions relating to the site of the games; and to the division or distribution of the proceeds of said games shall require approval of the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League.

All questions arising in connection with said games not specifically provided for herein, or covered in the playing rules of the League, shall be decided by the Commissioner.

#### Tickets

21.2 Tickets shall be printed under the Commissioner's direction, and the cost thereof shall be charged as an expense of the game. Tickets shall be made available as promptly as possible following the determination of the teams to participate therein. There shall be no complimentary tickets for the game.

21.3 The Commissioner shall have the authority to order the home club to honor ticket requests in the following priority:

- (a) One Hundred (100) tickets for the Conference office.
- (b) Up to One Hundred (100) tickets for the televising network and twenty (20) for the national radio network.
- (c) Tickets for the visiting club in such quantity as the Commissioner deems necessary, providing that such quantity does not exceed 20% of the available tickets after provision for season ticket holders or other obligations under the Section 21.3.

The home club is entitled to permit the season ticket holders to purchase for the Conference Championship games the same number of seats at the same locations as such season ticket holders held throughout the regular season.

All unsold tickets in possession of the visiting club, together with funds covering any tickets sold by the visiting club, must be returned postage prepaid, by the fastest means possible, to the home club not later than 72 hours prior to the scheduled starting time of said game.

### Schedule and Site

21.4 Each season the pairings and sites of the Conference Championship Games will be determined as follows: winners of the Divisional Playoff Games under the formula provided for in Section 20.2 will be the four participants; home teams will be those with the highest won-lost percentage during the regular season, provided, however, that a wild card team may in no case be the home team.

## Officials

21.5 The Commissioner shall select all persons to officiate at the Conference Championship games, and in making such selection shall not invite nor be required to observe any recommendations or objections from member clubs, coaches or employees in respect to the officials therein.

## Game Receipts and Expenses

21.6 The game receipts shall include all receipts from the sale of tickets, whether presented for admission or not, and any additional amounts received for radio, television, and motion pictures; such receipts shall be deposited in the League Treasury.

The program receipts, including sums for advertising or sale thereof, shall belong to the home club, and any profit or loss thereon shall be for the account of the home club; neither the League nor the visiting club shall share in the program or be responsible therefor.

21.7 After all income from the game from whatever sources has been computed, the Treasurer of the League, after approval by the Commissioner thereof, shall first pay the following amounts therefrom:

(a) All Federal admission and other taxes, State, Federal or

local;

(b) Stadium rental and all other expenses involved in the staging of the game, including the authorized halftime entertainment, visiting team travel expenses and game officials expenses.

Balance of the income, if any, shall be distributed by the formula as fixed by resolution of the member clubs of the League.

21.8 Halftime entertainment shall be provided by the home club under the supervision of the Commissioner, and the cost of the same shall be charged to and paid as an expense of the game.

#### Visiting Club Travel

21.9 The visiting club shall be allowed transportation and hotel expenses for fifty-five (55) persons.

#### Sudden Death

21.10 If a Conference Championship game results in a tie score at the end of regulation play, the sudden death system of determining the winner shall prevail as described in Section 20.5 hereof, and the game will thereafter proceed by quarters with no halftime intermission; rules for time-outs will be the same as in a regulation game, including rules governing the last two minutes of the second and fourth quarters in any sudden death period.

### ARTICLE XXII

#### WORLD CHAMPIONSHIP GAME

##### Supervision

22.1 The World Championship game shall be played under the supervision, control, and direction of the Commissioner except that the site of the game and all provisions relating to the division or distribution of the proceeds of said game shall require approval of the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League.

##### Tickets

22.2 The Commissioner shall establish the date, starting time and the ticket price of the game. Tickets shall be printed under the Commissioner's direction, and the cost thereof shall be charged as an expense of the game. There shall be no complimentary tickets for the game.

##### Sudden Death

22.3 If the game results in a tie score at the end of regulation play, the sudden death system of determining the winner shall prevail as described in Section 20.5 hereof, and the game will thereafter proceed by quarters with no half-time intermission; rules for time-outs will be the same as in a regulation game, including rules governing the last two minutes of the second and fourth quarters in any sudden death period.

Decisions of Commissioner

22.4 All questions arising in connection with said game not expressly provided for by the provisions hereof or by agreement of the League shall be decided by the Commissioner.

ARTICLE XXIII

PRE-SEASON AND POST-SEASON GAMES

Pre-Season Games

23.1 No member club shall schedule a pre-season game without the approval of the Commissioner. The pre-season schedule shall be completed and the dates and participants named at the Annual Meeting of the League.

(a) Any pre-season game which is required to be played between the Oakland Raiders and San Francisco 49ers or between the Los Angeles Rams and Oakland Raiders shall be counted as a pre-season game between teams of opposite conferences for the purpose of conforming to any provision hereof requiring any of such participating teams to play a prescribed number of pre-season games with teams in the opposite conference before it can play a pre-season game within its own conference; such provision shall apply despite the fact that such clubs may be members of the same conference.

(b) All other restrictions upon the right of clubs to participate in pre-season games may be imposed by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League; provided, however, that no restrictions can be imposed which will have the effect of prohibiting the games referred to in Section 23.1 (a) hereof.

(c) Each pre-season game contract shall provide for the payment to the League Office of the aggregate sum of Five Thousand Dollars (\$5,000) to cover the fees and expenses of officials assigned to that game.

(d) Each pre-season game contract shall be approved by the Commissioner and shall provide for the payment to the League Office of a fixed amount to cover the fees and expenses of officials assigned to that game. After the deduction of all Federal, State, and Municipal taxes assessed on all sale of tickets plus any other special charges approved in writing on an individual club basis by the Executive Committee and after deduction of agreed expenses (including agreed rent) the net gate receipts shall be divided equally between the two participating teams. If a charity or sponsor is

involved in the promotion of the game, the net receipts shall be divided equally between the two participating teams after payment of an agreed amount to the charity or sponsor involved.

(e) All clubs shall schedule four (4) preseason games each season, to be scheduled on the four consecutive weekend prior to the first regular season weekend, excluding the Professional Football Hall of Fame Game participants, who will each play five games.

#### Post-season Games

23.2 No club shall participate in any non-League game after the World Championship Game shall have been played, except that the club winning the World Championship Game must play any non-League game contracted for by the League.

#### Prohibited Games

23.3 No club may play a non-League game of any kind after such club has played its first regular season game.

#### Player Participation

23.4 Except for games sanctioned and approved by the League, no player may participate in any game between the time of the completion of the last regular season game of his club and July 1st of the following year.

### ARTICLE XXIV

#### NOTICES

##### Type of Notice

Unless the Constitution and ByLaws specify a different form or method of notice, all notices required to be given under any provision of the Constitution and ByLaws shall be in writing or by teletype, addressed to the last known address of the addressee; all notices by mail shall be deposited in the U.S. Mail, postage thereon prepaid.

### ARTICLE XXV

#### AMENDMENT OF CONSTITUTION AND BYLAWS

##### Amendment After Notice

25.1 (A) Subject to the provisions of Section 25.3 herein, the Constitution and ByLaws of the League may be altered or amended by the affirmative vote of not less than three-fourths or 21, whichever is greater,

of the member clubs of the League at any Annual Meeting of the League, provided fifteen (15) days written notice of the proposed amendment is given to the member clubs in advance of such meeting or any recessed session thereof; further provided that if any club introduces an amendment proposal which involves the competitive aspects of the game, such proposal must be submitted in writing to the League office a minimum of thirty (30) days in advance of any Annual Meeting of the League. If notice of at least 12 hours prior to the vote is given and such alteration or amendment carries the unanimous approval of a duly appointed standing committee of the League vested with the authority to make a recommendation on the subject matter of such amendment, such alteration or amendment may be approved by three-fourths or 21, whichever is greater, of the member clubs of the League convened at any Annual Meeting or recessed session thereof. In all other cases involving an alteration or amendment to the Constitution and ByLaws, the provisions of Section 25.2 shall apply.

(B) If any amendment or alteration of the Constitution and ByLaws is adopted or fails of adoption at an Annual Meeting of the League under circumstances wherein such proposal required a vote of three-fourths or 20, whichever is greater, of the member clubs of the League, the action on the proposed alteration or amendment cannot be changed at any recessed session of such Annual Meeting except by the unanimous vote of all of the member clubs of the League.

#### Amendment Without Notice

25.2 This Constitution and ByLaws may also be altered or amended by a unanimous vote of all the member clubs at any meeting, special, annual or otherwise.

#### Special Provisions for Amendment of Constitution and ByLaws

25.3 (A) No change or amendment to any section of the Constitution and ByLaws involving or relating to the arrangement under which the Baltimore and Washington franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangement is contained in the provision of the following sections of the Constitution and ByLaws: Sections 4.3 (B) and 13.2 (2).

(B) No change or amendment to any section of the Constitution and ByLaws involving or relating to the arrangements and conditions under which the New York Giants and the New York Jets franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangements and conditions are contained in the following sections of the Constitution and ByLaws: 4.2 (a), 4.4 (b), 4.4 (d), 10.4 and 13.2

(C) No change or amendment to any section of the Constitution and ByLaws involving or relating to the arrangements and conditions under which the Oakland Raiders and the San Francisco 49ers franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangements and conditions are contained in the following sections of the Constitution and ByLaws: 4.2 (b),

4.2 (c), 4.4 (c), 4.4 (f), 4.4 (g), 4.4 (h), 10.4, 13.2 and 23.1.

(D) Anything in this Constitution and ByLaws to the contrary notwithstanding, the provisions of Section 3.1 (b), 4.2 (c), 4.3 (A), 6.1, 6.2, 10.3, and of this Section 25.3 may not be altered or amended without the unanimous consent of all members of the League.

Name of Proposer

25.4 Whenever an amendment or alteration to the Constitution and ByLaws is submitted for approval, such must indicate the author of the proposal.